

KAREN LURIE,

PLAINTIFF,

V.

GLOBE LIFE AND ACCIDENT INSURANCE

COMPANY, ET AL.,

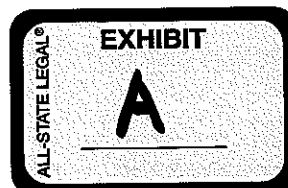
DEFENDANTS.

CIVIL ACTION NO.

1:06-CV-0034MEF

DEPONENT: KAREN FRANCES LURIE BRITTON

DATE: JULY 25, 2006



STIPULATIONS

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

KAREN LURIE,

Plaintiff, CIVIL ACTION NO.
1:06-cv-0034MEF

vs.

GLOBE LIFE AND
ACCIDENT
INSURANCE
COMPANY, et al.,

Defendants.

* * * * *

DEPOSITION OF

KAREN FRANCES LURIE BRITTON,

taken pursuant to notice and
stipulation on behalf of the
Defendants, in the Law Offices of
Morris, Cary, Andrews & Talmadge, 170
East Main Street, Dothan, Alabama,
before Tiffany B. Beasley, Certified
Court Reporter and Notary Public in
and for the State of Alabama at Large,
on July 25, 2006, commencing at 10:38
a.m.

It is stipulated and agreed

by and between counsel representing
the parties that the deposition of
KAREN FRANCES LURIE BRITTON may be
taken before Tiffany B. Beasley,
Certified Court Reporter and Notary
Public in and for the State of Alabama
at Large, without the formality of a
commission; and all formality with
respect to other procedural
requirements is waived; that
objections to questions, other than
objections as to the form of the
questions, need not be made at this
time, but may be reserved for a ruling
at such time as the deposition may be
offered in evidence or used for any
other purpose by either party as
provided by the Federal Rules of Civil
Procedure.

It is further stipulated and
agreed by and between the parties

APPEARANCES

FOR THE PLAINTIFF:

CHRISTOPHER E. SANSPREE, ESQUIRE

Beasley, Allen, Crow, Methvin,

Portis & Miles

218 Commerce Street

Montgomery, Alabama 36104

FOR THE DEFENDANTS:

GEORGE R. PARKER, ESQUIRE

Bradley, Arant, Rose & White

The Alabama Center for Commerce

401 Adams Avenue

Montgomery, Alabama 36104

hereto and the witness, that the
signature of the witness to this
deposition is hereby not waived.

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KAREN FRANCES LURIE BRITTON, of lawful age, having first been duly sworn, testified as follows:

THE REPORTER: Usual stipulations?

MR. SANSPREE: She wants to -- we want to reserve the right to read and sign.

MR. PARKER: Okay.

EXAMINATION

BY MR. PARKER:

Q. Please state your name.

A. Karen Frances Britton.

(Off-the-record discussion.)

Q. My name is George Parker, and I represent Globe Life in the lawsuit that you filed against it. Do you understand that you're here today to give your deposition?

A. Yes, I do.

Q. Okay. Do you understand the answers that you're going to give are under oath?

A. Yes, I do.

Q. Have you ever given a deposition before?

A. No.

Q. Okay. What I'm going to do is I'm going to ask you a series of questions, and if you would, answer them in the best way that you can. To avoid a problem for the court reporter taking down what's said, if the answer is a yes or no, answer with a yes or a no rather than a nod or an uh-huh or huh-uh so Tiffany can take down what's -- what's being said here today, okay?

A. Okay.

Q. If you need a break, just let me know. We can certainly accommodate you. If you don't understand what I'm asking you, you know, ask me to repeat it, because I want you to understand what I'm asking you, okay?

A. Okay.

8

Q. Are you taking any type medication today that would impair your ability to testify?

A. No.

Q. Okay. If you would, will you tell me your date of birth?

A. 11/9/61.

Q. Okay. And your Social Security number?

A. 255-23-3920.

Q. Okay. And where do you currently live?

A. 4181 County Road 73, Midland City, Alabama 36350.

Q. 36350?

A. Uh-huh.

Q. Okay. Is that in Dale County?

A. Yes.

Q. Okay. How long have you lived at that address?

A. About 20 years.

Q. Okay. And who lives at that address with you?

1 **A. My husband and my children.**
2 **Q.** Okay. What is your husband's name?
3 **A. Michael.**
4 **Q.** And the last name Britton,
B-R-I-T-T-O-N?
6 **A. Yes.**
7 **Q.** Okay. And which children -- what are
8 your children's names that live with
9 you?
10 **A. Arian.**
11 **Q.** How do you spell that?
12 **A. A-R-I-A-N Britton.**
13 **Q.** Okay.
14 **A. And Jadon, J-A-D-O-N, Britton.**
15 **Q.** Okay.
16 (Brief interruption.)
17 **Q.** Okay. And how old are Arian and
18 Jadon?
19 **A. Arian is 4; Jadon is eight months.**
20 **Q.** Okay. Does anybody else live in that
21 house with you?
22 **A. No.**
23 **Q.** Is Jadon your -- your child with

10

1 Michael?
2 **A. Yes.**
3 **Q.** Is Arian a step-child of yours?
4 **A. Yes.**
5 **Q.** What does Michael do for a living?
6 **A. He farms.**
7 **Q.** Do you live on a farm?
8 **A. Yes.**
9 **Q.** Okay. Does he farm at this --
10 **A. Yes.**
11 **Q.** -- County Road address? Okay. What
12 type farming?
13 **A. Endangered poultry and livestock.**
14 **Q.** Okay. What is endangered poultry?
15 What does that mean?
16 **A. You're probably not familiar with the**
17 **ALBC, but it's an organization that**
18 **through *Mother Earth News* and other**
20 **organizations -- I don't know how to**
21 **explain this. Some of the birds that**
22 **we have are endangered --**
23 **Q.** Okay.
A. -- or near extinction, and so we're

1 trying to preserve that breed. We
2 also have Boer, B-O-E-R, meat goats,
3 which is for breeding and meat.
4 **Q.** Okay. What type -- what would be
5 examples of the type poultry that you
6 have -- what type birds?
7 **A. Barred Rock chickens, Rhode Island Red**
8 **chickens, Wyandotte chickens, Guineas,**
9 **peacocks, geese, rare geese, ducks,**
10 **etc.**
11 **Q.** Okay. Do you farm those to breed
12 them, or to sell them to stores, or to
13 sell them for -- what do you sell --
14 who do you sell the product to? Does
15 that make sense?
16 **A. Uh-huh.**
17 **Q.** Okay.
18 **A. With the ALBC, they are -- in the**
19 **process of breeding them up for them,**
20 **and they turn around and -- I can't**
21 **remember the name of it. Michael**
22 **handles all of this. I don't.**
23 MR. SANSPREE: He's just

12

1 asking who you sold them
2 to. Do you sell them
3 back to the ALBC? Is
4 that what you said?
5 **A. You raise some of their birds, and you**
6 **turn around -- and then they do a**
7 **series of testing and eating and**
8 **stuff, and, yeah, they do. But we**
9 **haven't done that yet. We're in the**
10 **process of that. But, then, if**
11 **somebody -- yeah. We sell ducks; we**
12 **sell geese. And we hatch and breed --**
13 **you know, breed and hatch eggs. It's**
14 **a hatchery.**

15 MR. SANSPREE: He just wanted
16 to know who you sold them
17 to.

18 **Q.** Yeah. So you would --
19 MR. SANSPREE: Who did you
20 sell them to, basically,
21 what he wants to know.
22 People?

23 **A. Yeah.**

1 Q. Okay.
2 A. I'm sorry.
3 Q. Sure. No. No.
4 A. I misunderstood.
5 Q. I was just trying -- that's just kind
6 of an interesting type farm. It's
7 different than the usual type farm you
8 hear about, and I was just trying to,
9 you know, understand who --

10 A. It's a rare niche, yeah.

11 Q. Do you farm any type -- any type
12 produce on that farm?

13 A. No.

14 Q. Okay. And how long has -- has that
15 type farming been going on at that
16 farm?

17 A. Since, I believe, September of '05.

18 Q. Okay. And how long have you and
19 Michael been married?

20 A. We were married on June the 27, 2005.

21 Q. Okay. And then a couple of months
22 after you got married, he started this
23 type farming on that land where y'all

14

1 live?

2 A. Uh-huh.

3 Q. Okay.

4 MR. SANSPREE: Answer yes or
5 no --

6 A. Yes.

7 MR. SANSPREE: -- or however
8 you want to answer.

9 Q. Did he have experience doing that
10 before?

11 A. No.

12 Q. Okay. And you were also married to
13 David?

14 A. Yes.

15 Q. Okay. And when were y'all married?
16 What years?

17 A. April 1st, 1983, until his death,
18 January the 6th, 2004.

19 Q. Okay. Other than Michael and David,
20 have you been married to anyone else?

21 A. Yes.

22 Q. Okay. Tell me who else you've been
23 married to.

1 A. My first husband was Myron Johnson.

2 Q. Okay.

3 A. From Headland, Alabama.

4 Q. And when were y'all married? What
5 dates?

6 A. June 22nd, 1979 --

7 MR. SANSPREE: I don't know
8 how you remember that.

9 A. -- through -- well, until I married
10 Chris -- or David; it's David
11 Christopher. He went by Chris.

12 Q. Okay. Just -- I want to make sure I
13 call him the right name. Chris is how
14 you referred to him?

15 A. Chris is David, yes.

16 Q. So I'm going to call him Chris
17 throughout the deposition, okay?

18 A. Okay.

19 Q. So June 22nd, 1979, until when were
20 you married to Myron?

21 A. January of '82, I believe, if I
22 remember correctly.

23 Q. Okay. Did you and Myron divorce?

16

1 A. Yes.

2 Q. Did y'all have children?

3 A. Yes.

4 Q. Okay. Tell me the names of your
5 children with Myron.

6 A. One daughter, Kylie, K-Y-L-I-E,
7 Johnson.

8 Q. Okay. And when you and Myron were
9 married, where did y'all live?

10 A. In Headland.

11 Q. Do you remember the address where
12 y'all lived in Headland?

13 A. Route 1, Headland.

14 Q. Okay. And Kylie, where does she live
15 today?

16 A. She lives in Mobile.

17 Q. How old is she?

18 A. 26.

19 Q. Is she married?

20 A. No.

21 Q. Okay. Do you know what she does for a
22 living?

23 A. She has a master's degree in speech

1 **pathology.**

2 Q. Okay.

3 A. **She's working at a local hospital there in Mobile.**

4 Q. And is her name Kylie Johnson; is that
5 her name?

6 A. **Yes.**

7 Q. Now, did you and Chris have children?

8 A. **Yes.**

9 Q. Okay. Tell me the names or name of
10 your children with Chris.

11 A. **Christopher.**

12 Q. Okay.

13 A. **And William.**

14 Q. Do they go by the last name Lurie?

15 A. **Yes.**

16 Q. And where do they live?

17 A. **Dothan.**

18 Q. Okay. How old is Christopher?

19 A. **21.**

20 Q. And what does he do for a living?

21 A. **He works at Chili's, and he's going to
22 school.**

18

1 Q. Okay. Does he work as a waiter or
2 bartender or manager?

3 A. **A waiter.**

4 Q. Okay. At the Chili's here in Dothan?

5 A. **Uh-huh.**

6 Q. And William, what does he do for a
7 living?

8 A. **He's self-employed.**

9 Q. Where does he live?

10 A. **Where does?**

11 Q. Where does he live? Does he live in
12 Dothan?

13 A. **Dothan.**

14 Q. What type work does he do?

15 A. **He has his own little business.**

16 **It's -- I can't recall the name of it.**

17 **He just started it up. It has to do**

18 **with providing services to -- etching**
19 **glass.**

20 Q. Okay. And how old is William?

21 A. **20.**

22 Q. 20. Are either William or Christopher
23 married?

1 A. **William is.**

2 Q. Okay. What's his wife's name?

3 A. **Natalie.**

4 Q. Okay. Do you know what she does for a
5 living, where she works?

6 A. **No.**

7 Q. So you and Michael have lived County
8 Road 73 the entire time that y'all
9 have been married; is that right?

10 A. **Yes.**

11 Q. Okay. When you and Chris were
12 married, where did y'all live?

13 A. **Same house, 4181 County Road 73 in
14 Midland City, Alabama 36350.**

15 Q. Okay. And that's the same address you
16 gave me earlier?

17 A. **Yes.**

18 Q. Okay. Who lived at that address with
19 you during y'all's marriage? Who
20 lived at that address with you and
21 Chris when you and Chris were married?

22 A. **William and Christopher.**

23 Q. Okay. Nobody else from time to time

20

1 lived there; they were the only two
2 people that lived there?

3 A. **Yes.**

4 Q. Okay. And in 2004, when Chris passed
5 away, William was about 18 or 17 years
6 old?

7 A. **Seventeen, I believe.**

8 Q. Christopher was 19 or 20; is that
9 close?

10 A. **Eighteen.**

11 Q. Okay.

12 A. **If I recall correctly.**

13 Q. Do you have any other children?

14 A. **Yeah -- well --**

15 Q. Other than the ones that we've talked
16 about so far?

17 A. **No.**

18 Q. Okay. Let me ask you just a little
19 bit about your educational background.
20 Did you graduate from high school?

21 A. **Yes, I got a GED.**

22 Q. Okay. When did you get your GED? Do
23 you have any idea of the year?

1 Just in the '80s, in the --

2 **A. 1980.**

3 **Q.** Okay. Where did you go to high school
before getting your GED?

4 **A. Berry High School in Birmingham,**
5 **Alabama. Hoover.**

6 **Q.** Okay. And how far along did you get
7 in school?

8 **A. Eleventh.**

9 (Off-the-record discussion.)

10 **Q.** What year was it when you -- when you
11 left school in 11th grade?

12 **A. It would have been in '79.**

13 **Q.** Okay. And once you got your GED, have
14 you been to any type classes or any
15 schools or any junior colleges or
16 colleges since that time?

17 **A. No.**

18 **Q.** No more education since getting your
19 GED in 1980?

20 **A. No.**

21 **Q.** Okay. Are you able to read and write?

22 **A. Yes.**

22

1 **Q.** Okay. Never had any problem with
2 reading or with writing?

3 **A. No.**

4 **Q.** And let me just tell you, some of the
5 questions, I have to ask you. Not
6 meant to patronize you or make light
7 of anything. I just have to ask some
8 type questions, okay, and that's just
9 one of them.

10 Are you currently
11 employed?

12 **A. No.**

13 **Q.** When is the last time you were
14 employed?

15 **A. I want to say '88, slash, '89.**

16 **Q.** What was the last job that you can
17 remember having?

18 **A. I worked at Double D Food Mart, which**
19 **no longer exists, in Midland City.**

20 **Q.** What type work did you do there?

21 **A. Clerk.**

22 **Q.** Is that a grocery store?

23 **A. Yes.**

1 **Q.** Okay. Did you work the register

2 and --

3 **A. Yes.**

4 **Q.** -- do different things in the store
5 that needed to be done?

6 **A. Yes.**

7 **Q.** Okay. How long did you have that job?

8 **A. About a year.**

9 **Q.** Do you remember why you left?

10 **A. My grandmother passed away.**

11 **Q.** Is that a family business?

12 **A. No.**

13 **Q.** Okay. Where else can you recall
14 working?

15 **A. Prior to that, I had my own dance**
16 **studio.**

17 **Q.** Okay. What was that called?

18 **A. Karen's Studio of Dance, Midland City.**

19 **Q.** Okay. Is that a dance studio for
20 younger children?

21 **A. Teaching small children tap, ballet.**

22 **Q.** How long was that -- that business
23 open?

24

1 **A. Two years.**

2 **Q.** Okay. Was that before you worked as a
3 clerk at the WD Food Mart (phonetic)?

4 **A. I believe so.**

5 **Q.** Do you remember the two years that
6 that business were open, which years
7 those might have been?

8 **A. Not right off, no.**

9 **Q.** Was it in the 1980s?

10 **A. Yes.**

11 **Q.** Okay. Did you own that business by
12 yourself?

13 **A. Yes.**

14 **Q.** What other jobs can you remember
15 having in the past?

16 **A. I'm going way back now.**

17 **Q.** Just do the best you can.

18 **A. I worked at various restaurants.**

19 **Q.** In the Dothan --

20 **A. Dothan.**

21 **Q.** -- Houston County, Dale County area?

22 **A. Yes. And I was -- worked security at**
23 **K-Mart.**

1 Q. Okay. Here in the Dothan area?

2 A. Yeah -- yes.

3 Q. Was that in the '80s?

4 A. Yes.

5 Q. Did you -- where did you grow up?

6 A. Birmingham, the Hoover area.

7 Q. And then when did you move to the
8 south Alabama area?

9 A. '79.

10 Q. After finishing -- or after getting a
11 GED or after finishing school?

12 A. Yes.

13 Q. Okay. And since that time, 1979, have
14 you lived down in the Dale or Houston
15 County area?

16 A. Yes.

17 Q. Since that time, you haven't had any
18 periods of time where you've moved
19 away?

20 A. No.

21 Q. The address that you gave me earlier,
22 the County Road 73 address, is that
23 some land that you've had in your

26

1 family, or did you purchase the land?

2 A. Both.

3 Q. Okay. How much land is it? How many
4 acres is the farm?

5 A. Where we reside? Two.

6 Q. Because that -- is the two acres where
7 you have a house and live?

8 A. Yes.

9 Q. Okay. And then how much farmland is
10 there over there?

11 A. A hundred and thirty-five acres.

12 Q. And you've lived in that area at the
13 two-acre plot of the 135 acres for the
14 past 20 years; am I right on that?

15 A. Yes.

16 Q. Okay. Before you married William,
17 what did -- what was done with the
18 land out there? He started farming,
19 as I understand it, in September of
20 2005. Was it farmed by others, or was
21 there any type farming activity
22 performed on the land before that?

23 MR. SANSPREE: Before she

1 married Michael. You

2 said William.

3 Q. I'm sorry. I'm sorry. Michael.

4 A. Repeat the question.

5 Q. Okay. Before you married Mike -- and
6 as I understand it, Michael started
7 farming that land in September of
8 2005?

9 A. Yes.

10 Q. Okay. Before that time, was there --
11 were there other people that were
12 farming that 135 acres?

13 A. That's my father's business.

14 Q. Okay. Was your father a farmer?

15 A. No. He rents land out to farmers.

16 Q. Okay. Do other family members live
17 out there near that?

18 A. On that land, no.

19 Q. Okay. Is your father still alive?

20 A. Yes. But he's ill.

21 Q. Okay. Is your mother still alive?

22 A. Yes.

23 Q. Okay. Do they -- does she or he live

28

1 out near the farm?

2 A. Yes.

3 Q. And so your father would -- would rent
4 the land to other farmers in the area
5 that wanted to, maybe, farm the land,
6 the 135 acres that we're talking
7 about?

8 A. Yes.

9 Q. Okay. Did you ever help out with any
10 of that farming in the past 20 years
11 or so?

12 A. No.

13 Q. Were you -- were you, basically,
14 raising children for the past
15 20 years?

16 A. Homemaker, yes.

17 Q. Do you have any type hobbies or things
18 that you like to do that aren't --
19 aren't work, but they're maybe
20 associations or groups that you do
21 things with or activities that you do?

22 A. As in?

23 Q. Well, different -- maybe associations,

1 like civic groups that you might be
2 involved in, church groups that you
3 might be involved in?

4 **A. Church.**

5 **Q.** Where do you go to church?

6 **A. Cornerstone Bible Church. John D.**
7 **Odom Road, Dothan, Alabama.**

8 **Q.** Okay. How long have you been going
9 there?

10 **A. Off and on since 2001.**

11 **Q.** Okay. Are you active in the choir or
12 the Sunday school group or any of the
13 different types of groups that may
14 be --

15 **A. Not at this time, no.**

16 **Q.** Okay. Have you in the past been?

17 **A. Not in choir, no.**

18 **Q.** Any type group in the church you've
19 been actively involved with?

20 **A. Yes. I've worked with the children,**
21 **yes.**

22 **Q.** Okay. Any other type hobbies,
23 activities, interests that you've been

30

1 active in?

2 **A. An occasional fishing trip.**

3 **Q.** Okay. Have you ever been involved in
4 a lawsuit before?

5 **A. No.**

6 **Q.** Okay. Have you ever been convicted of
7 a crime?

8 **A. No.**

9 **Q.** Have you ever had any type worker's
10 compensation claim?

11 **A. No.**

12 **Q.** Okay. Ever filed a claim for any type
13 of insurance benefits that you can
14 recall in the past other than the one
15 that we're here about today?

16 **A. I don't remember.**

17 **Q.** Okay. Have you ever had to testify in
18 court before?

19 **A. Yes.**

20 **Q.** Okay. What type cases have you had to
21 testify in court about?

22 **A. Custody.**

23 **Q.** Was that custody case involving your

1 own children?

2 **A. Uh-huh, yes.**

3 **Q.** Other than maybe -- maybe lawsuits or
4 disputes you may have had in the
5 domestic relations court dealing with
6 custody or with a divorce, have you
7 ever had to go to court to testify
8 about anything else?

9 **A. No.**

10 **Q.** Okay. I'm going to let you look at
11 the complaint that's been filed in
12 this case, and I'm going to mark it as
13 Exhibit A. Have you read the
14 complaint that's been filed in this
15 case?

16 **A. I'm not sure.**

17 **Q.** Okay. I'm going to let you look at
18 this and mark it Defendants' Exhibit
19 A, and let me know if you've ever read
20 that before.

21 (The referred-to document was
22 marked for identification as
23 Defendants' Exhibit A.)

32

1 MR. SANSPREE: Do you remember
2 his question? He asked
3 if you ever read that
4 before.

5 **A. I believe I have.**

6 **Q.** Okay. Do you know when you may have
7 read it?

8 **A. I don't remember.**

9 **Q.** Okay. Did you -- were you involved
10 with drafting it or helping out with
11 the wording of it?

12 **A. No.**

13 **Q.** Okay. You just looked at it a second
14 ago while we were sitting here; is
15 that right?

16 **A. Yes.**

17 **Q.** Okay. Is there anything in it that
18 you believe is inaccurate as you sit
19 here today and you've just reviewed
20 the complaint?

21 MR. SANSPREE: She needs to
22 take her time to read
23 it --

1 MR. PARKER: Sure.

2 MR. SANSPREE: -- if you're
3 going to ask her that.
4 Put an objection in to
5 any legal terms. She's
6 not going to be able to
7 answer those.

8 MR. PARKER: Sure.

9 **A. Page 2, No. 11.**

10 **Q.** Bear with me one second. Page 2, No.
11 11?

12 **A. Am I correct in saying that's supposed**
13 **to be defendant or decedent.**

14 MR. SANSPREE: That means the
15 deceased.

16 **A. See, I don't know that.**

17 MR. SANSPREE: She didn't
18 draft this, for the
19 record. I mean, I did
20 it.

21 MR. PARKER: Okay.

22 **Q.** Okay.

23 **A. It's okay.**

34

1 **Q.** Looks accurate to you?

2 **A. Yes.**

3 **Q.** Have you ever been represented by the
4 Beasley firm before in any other type
5 case or in any --

6 **A. No.**

7 **Q.** -- any other matter? Okay. Have you
8 talked to anybody other than your
9 lawyers about any of the facts or
10 circumstances regarding your dispute
11 with Globe Life?

12 **A. No.**

13 **Q.** I know you've produced some documents
14 in this case. Other than what's been
15 produced so far, do you maintain or
16 have you maintained any type diary or
17 notes regarding your dispute with
18 Globe Life?

19 **A. No.**

20 **Q.** Everything you've got maybe at your
21 home has been turned over to your
22 attorneys for production in this case?

23 **A. Yes.**

1 **Q.** Okay. To prepare for today's

2 deposition, did you review any
3 documents?

4 **A. Yes.**

5 **Q.** Do you remember what you reviewed?

6 **A. No.**

7 **Q.** Let me ask you a couple of questions
8 about Chris. Where did he work?

9 **A. Service Machine.**

10 **Q.** Okay. And how long did he work there?

11 **A. This was his -- he worked there prior.**
12 **This was his third day on the job. He**
13 **had gone back there -- prior to that,**
14 **he was at Maha.**

15 **Q.** Can you spell that?

16 **A. M-A-H-A.**

17 **Q.** Okay. When was he at Maha? Kind of
18 give me a history of where he worked,
19 the best you can remember.

20 **A. Best I can remember, he was at Maha**
21 **from 2001 to 2004. Do you want me to**
22 **go back further?**

23 **Q.** Well -- okay. 2001 to 2004, was he

36

1 working there at the time he passed?

2 **A. At Maha, no.**

3 **Q.** Okay.

4 **A. He had been hired with Service**
5 **Machine.**

6 **Q.** Okay. Did he work one or two days
7 during 2004 at Maha? My question is
8 if he passed on the 6th, then I'm just
9 trying to figure out --

10 MR. SANSPREE: It was his
11 third day at work at
12 Service Machine when he
13 died.

14 **A. It was his second day on the job.**

15 **Q.** Okay. So he worked 2001 to 2003 at
16 Maha?

17 **A. I think so.**

18 **Q.** Okay. And then Service Machine, he
19 passed on his second day on the job.
20 Would he have started on the 5th?
21 Worked the 5th and then the 6th?

22 **A. Yes.**

23 **Q.** What did he do at Maha?

1 A. **He was a machinist.**
2 Q. What type machines would he work on?
3 Do you know?
4 A. **Mills, drills, lays, shapers.**
5 Q. Okay. Do you remember how much he was
6 making at Maha?
7 A. **Hourly?**
8 Q. Well, if he was paid hourly. If he
9 was paid a salary, then if you can
10 remember his salary.
11 A. **I believe 12.50.**
12 Q. Okay. That's per hour?
13 A. **Yes.**
14 Q. Okay. Do you remember how much he was
15 making at Service Machine?
16 A. **No.**
17 Q. Okay. Was it in that range, in the
18 12.50 area?
19 A. **Yes.**
20 Q. Okay. And do you know what he was
21 going to be doing at Service Machine,
22 what his job there was going to be?
23 A. **Machinist.**

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1 Q. Had he worked there before?
2 A. **Yes.**
3 Q. When did he work there previously,
4 Service Machine?
5 A. **Prior to Maha.**
6 Q. Okay. Do you remember how long or
7 what years?
8 A. **No.**
9 Q. Okay. How many years had he worked at
10 Service Machine in the past prior to
11 going back to work for them in 2004?
12 A. **Four or five. Maybe more. I do not**
13 **remember.**
14 Q. Sure. How many stints did he have at
15 Service Machine? How many different
16 times did he work at Service Machine?
17 A. **Those two times.**
18 Q. Okay. So he had four years straight
19 with Service Machine, and then he --
20 then he also worked at Maha, and then
21 he went back to Service Machine?
22 A. **Yes. And Maha is no longer open.**
23 Q. Okay.

1 A. **Prior to them closing, he knew what to**
2 **do.**
3 Q. Okay. Did he have the same job at
4 Service Machine when he went back in
5 2004 that he did before?
6 A. **Yes.**
7 Q. Okay. And when you say, he had four
8 years at Service Machine, would those
9 have been in the late '90s, early
10 2000s, or would that have been earlier
11 in the 1990s? I'm just trying to get
12 an idea of where he worked during what
13 years.
14 A. **Late '90s, early 2000.**
15 Q. Okay. Can you recall other places
16 where he worked?
17 A. **Dothan Machine Shop.**
18 Q. Do you remember how long he worked
19 there and when?
20 A. **No.**
21 Q. Okay.
22 A. **Tri-State Machine Shop.**
23 Q. Same question, do you remember when or

40

1 how long he worked there?
2 A. **'80s.**
3 Q. Okay. Any other places you can recall
4 that he worked?
5 A. **No.**
6 Q. Okay. During the, I guess, 20 years
7 that y'all were married, did he always
8 work as a machinist?
9 A. **Yes.**
10 Q. And there may have been places he
11 worked in addition, but the places you
12 recall that he worked were Dothan
13 Machine Shop, Tri-State Machine Shop,
14 Maha, and Service Machine?
15 A. **Yes.**
16 Q. Okay.
17 (Off-the-record discussion.)
18 (Brief recess taken.)
19 Q. Before we broke I was talking -- or we
20 were talking about Chris's past jobs,
21 and you told me the different places
22 that he worked as a machinist in the
23 past.

1 A. Yes.

2 Q. And we -- when we left off, we were
3 talking about that he had taken a job
4 with Service Machine, where he had
5 worked before, and he had worked a
6 couple of days before he passed away;
7 is that -- is that accurate?

8 A. Yes.

9 Q. I've got a calendar here, because I
10 think that it may be helpful to make
11 sure we're on the same page on dates
12 and everything. And this is a
13 January '04 calendar that I just
14 printed off of my calendar at the
15 office. I'm hoping there's no
16 appointments on here.

17 (The referred-to document was
18 marked for identification as
19 Defendants' Exhibit No. B.)
20 (Off-the-record discussion.)

21 Q. According to this calendar, the 5th
22 was a Monday of January '04?

23 A. Oh, there's the number. Okay.

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1 MR. SANSPREE: That's
2 December. This is
3 January.

4 MR. PARKER: Yeah.

5 A. Yes.

6 Q. Okay. And the 6th was a Tuesday?

7 A. Yes.

8 Q. So he would have started back at the
9 new job on the 5th, on that Monday?

10 A. Yes.

11 Q. Okay. And he passed away on the
12 Tuesday?

13 A. Yes. He was killed Tuesday morning.

14 Q. What were his hours at Service Machine
15 when he went back to work?

16 A. Excuse me. Seven to 3:30, I believe.

17 Q. Okay. When he died, was he on his way
18 to work?

(Off-the-record discussion.)

20 A. Pardon?

21 Q. Was he on his way to work when he
22 passed away on the 6th?

23 A. When he was killed on the 6th, yes.

1 Q. Okay. And he was riding a motorcycle?

2 A. Yes.

3 Q. Do you know if he ever was involved in
4 any type lawsuits while he was alive?

5 A. No.

6 Q. Okay. Did he have any -- any problems
7 with -- with the law, any criminal
8 convictions, anything like that?

9 A. No.

10 Q. What was his educational background?

11 A. High school. He graduated from tool
12 and die school.

13 Q. Is that like a vocational school?

14 A. I believe. That would have been
15 before I met him. And -- and had a
16 year of college.

17 Q. When did y'all meet?

18 A. June '82, I believe.

19 Q. Okay. Now, at the time that he died,
20 he was making 12.50 an hour; is that
21 right?

22 A. If I recall correctly.

23 Q. In that range, maybe a little more,

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1 maybe a little less --

2 A. In that range.

3 Q. -- but in that range? Was there any
4 other income coming into the family at
5 the time?

6 A. No.

7 Q. Okay. At the time that he died, what
8 was the -- what debt did the family
9 owe? Did you owe a mortgage on the
10 house?

11 A. Yes.

12 Q. Okay. Do you remember how much it
13 was?

14 A. No.

15 Q. Do you remember how much in a range it
16 was?

17 A. No. Thirty-five to 50, somewhere in
18 there.

19 Q. Okay. Thousand?

20 A. Yes.

21 Q. Okay.

22 A. Yes.

23 Q. Okay. Did you owe on cars, owe money

on cars?

A. At that time, no. I don't believe.

Q. Okay. Owe money on credit cards?

A. No.

Q. Okay. Other than the mortgage, did you owe any money to anybody that you can recall, anybody or any companies?

A. No.

Q. Okay. Have you or Chris or the two of you together, had you ever had to file bankruptcy or had any type financial problems?

A. No.

Q. Following his death, did you receive any benefits from any source by virtue of his passing away?

A. Yes.

Q. Okay. Can you recall who you received benefits from and why you received those benefits? For example, did he have any life insurance policies?

A. Would be the automobile.

MR. SANSPREE: Just tell him.

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A. I'm trying to remember. The automobile policy; the other people that were in the accident paid out.

Q. Do you remember how much you got?

A. I want to say 50.

Q. Okay. And that was from the other people's insurance?

A. Uh-huh.

Q. Did you get some money from your own insurance, underinsured or uninsured motorist coverage; does that ring a bell?

A. I don't remember.

Q. Okay. Any life insurance policies pay?

A. I don't remember.

(Off-the-record discussion.)

Q. Other than the 50,000 that you received, can you recall any other monies that any other companies or persons paid you or your family as a result of the death? May be that the other person that he was involved in

the wreck with had monies that were paid to you but it was an insurance company that paid. Any benefits or any monies that you can recall other than the 50,000?

A. A hundred and ten, I think it was, from CNA.

Q. What was that for?

A. It was a -- AD&D through the bank.

Q. Was that a credit life type policy or --

A. I don't know. He just took it out. I don't know.

Q. Okay. So he had \$110,000 amount that CNA --

A. Yeah.

Q. -- insurance company paid for a bank; is that...

A. The premiums were taken out through the bank. You know, they have those little --

Q. A bank draft.

A. It's, like, a thousand-dollar policy

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if you have an account with the bank. And then they do the little -- you pay a certain amount ever so often and -- yeah. That.

Q. So he got through the bank -- which bank?

A. Headland.

Q. Through that bank --

A. Well, it didn't come -- well, it came directly from CNA, but through the bank. They was just the middle man for the payment.

Q. Headland Bank was the bank you did your --

A. Yes.

Q. -- banking business with?

A. Yes.

Q. And through, maybe, something that was automatic when you banked with them or through some policies that he may have taken out, y'all received \$110,000 but the payment was received on a CNA insurance check?

1 **A. I think so.**

2 **Q.** Okay. Any other amounts such as that
3 that you can recall?

4 **A. Not that I can recall, no.**

5 **Q.** Okay. Did you -- other than Globe --
6 and I'm going to ask you about the
7 Globe dispute in a minute. But other
8 than Globe, were there any other
9 companies that you made claims?

10 **A. Not that I recall, no.**

11 **Q.** Okay. No denials of any claims by any
12 other companies?

13 **A. No.**

14 **Q.** Okay. At his job, did he have health
15 insurance?

16 **A. No.**

17 **Q.** Did you owe medical bills from any
18 type medical treatment due to the
19 accident? Were there any medical
20 bills -- were there any medical bills
21 associated with the accident?

22 **A. No, there -- no, there wasn't --**
23 MR. SANSPREE: I think he

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1 passed immediately.

2 **A. There was not even -- there was**
3 **nothing left.**

4 **Q.** Okay. And, I'm sorry. These are
5 questions I just have to ask. And I'm
6 not doing it to make you
7 uncomfortable. These are just
8 questions I have to ask, and I'm
9 trying to do it in the most sensitive
10 way that I can, and I apologize if I
11 don't, okay?

12 **A. Just move along.**

13 **Q.** Okay. In the past, had y'all taken
14 out any insurance, such as this Globe
15 Life policy, with any companies such
16 as life insurance or disability
17 insurance, any type insurance that you
18 and Chris had taken out that you can
recall that you paid monthly premium
on?

21 **A. Not that I recall.**

22 **Q.** Okay. What was Chris's general health
23 history?

1 **A. Good.**

2 **Q.** Okay. Did he have any type health
3 problems?

4 **A. He was diabetic.**

5 **Q.** How long was he diabetic?

6 **A. Since he was about 16.**

7 **Q.** Who was the doctor that treated him
8 for that condition?

9 **A. Doctor Paulk.**

10 **Q.** Doctor Paulk?

11 **A. Yeah.**

12 **Q.** Is he in Headland or Dothan?

13 **A. Dothan.**

14 **Q.** Are there any other doctors that you
15 knew of that treated him for diabetes?

16 **A. Yes. But I can't recall the name**
17 **really.**

18 **Q.** Okay. Were there any other conditions
19 such as diabetes that he suffered
20 from?

21 **A. No.**

22 **Q.** Okay. Did he ever have to be
23 hospitalized for any reason that you

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1 can recall?

2 **A. No.**

3 **Q.** Okay.

4 **A. He was controlled.**

5 **Q.** Okay. Any illnesses or injuries that
6 required him to go to the emergency
7 room that you can ever recall?

8 **A. No.**

9 **Q.** Was he on any medications when he died
10 for diabetes or for any type
11 condition?

12 **A. Diabetes, yes.**

13 **Q.** Do you remember what he took?

14 **A. Insulin.**

15 **Q.** Okay. Is that something he took
16 daily?

17 **A. Yes.**

18 **Q.** Okay. Do you recall when the -- this
19 Globe Life policy was first taken out?

20 **A. I believe he took it out in...**

21 MR. SANSPREE: You don't need
22 to be testifying on what
23 you believe or what you

1 think. You need to
2 testify to what you know.

3 **A. April 2003.**

4 **Q.** Okay. And did he discuss with you the
5 policy before he took it out?

6 **A. As in?**

7 **Q.** Did you know he took it out when he
8 took it out?

9 **A. Yeah.**

10 **Q.** Okay. Were you with him when he was
11 talking about maybe taking it out?

12 **A. All I know is he took it out.**

13 **Q.** Okay. In 2003 he took out a
14 disability or an accident policy?

15 **A. Yes.**

16 **Q.** And did he discuss with you how much
17 it was going to cost or how much it
18 was going to pay or why he thought it
19 would be a good idea to take it out or
20 how he learned about the policy or
21 other people that may have had the
22 same type policy, just that kind of
23 stuff; did y'all talk about any of

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1 that before he took it out?

2 **A. No. I just paid the premiums.**

3 **Q.** Okay. How did he alert you that a
4 premium was owed?

5 **A. Statement came in the mail.**

6 **Q.** Okay. So the statement came in the
7 mail, but before it did, you already
8 knew he had applied for the policy?

9 **A. Yes.**

10 **Q.** Okay. And that's something he talked
11 to you about before he did it or while
12 he was filling it out or after he had
13 sent it in? Do you remember?

14 **A. I don't recall.**

15 **Q.** Okay. You recall a statement came in
16 the mail, and you paid it?

17 **A. Yes.**

18 **Q.** Okay. And you -- but you already knew
19 what it was for because he had either
20 told you that he had taken it out, or
21 y'all had talked about --

22 **A. Yes.**

23 **Q.** -- the policy? Were you the one when

1 you and Chris were married that paid
2 the bills?

3 **A. Yes.**

4 **Q.** Okay. Did he do any of the -- write
5 any of the checks for the family?

6 **A. Sometimes.**

7 **Q.** Okay. How would it -- how would you
8 decide who would pay which bills
9 during the course of a month?

10 **A. I did the majority of it.**

11 **Q.** Did he ever write checks for the
12 premium for this policy?

13 **A. No. I did.**

14 **Q.** Okay. Would you agree -- well, let me
15 ask you this: Up until November of
16 2003, did you pay the premium on it
17 each month on time?

18 **A. Yes.**

19 **Q.** Okay. After November 2003, would you
20 agree with me that -- that a payment
21 was not made in association with your
22 November -- November invoice of 2003?

23 **A. Repeat that.**

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1 **Q.** Okay. There was an invoice in
2 November of 2003. Do you remember
3 that?

4 **A. Yes.**

5 **Q.** And would you agree with me that you
6 didn't pay it?

7 **A. No.**

8 **Q.** You would not agree with me?

9 **A. No.**

10 **Q.** Okay. Would you agree with me that
11 you did not pay the invoice due
12 November -- or for November 28th,
13 2003, before December 29th, 2003?

14 **A. Yes.**

15 **Q.** Okay. That -- you would agree with me
16 that one was not paid? There was an
17 invoice that went to you in November
18 that was to be paid by or before
19 December 29th, 2003; do you recall
20 that?

21 **A. I'm just looking at what you were
22 thumbing --**

23 **Q.** Oh, no. I --

1 A. -- what you were --

2 Q. No, no. I was just trying to see if
3 that's how you recalled it, that in
November, there was a premium due that
was not paid?

6 A. **That premium was paid on January the
7 4th.**

8 Q. Okay. Let me let you look at this.
9 This may help. This is on -- let me
10 just do this: The documents here
11 are -- L-U-R-I-E 01 to L-U-R-I-E 075,
12 the documents that were produced in
13 this case. And I'm just going to
14 attach them all as a cumulative
15 exhibit because there may be some
16 questions I'm going to ask you about
17 these documents. I'm going to attach
18 these all as Exhibit C.

19 (The referred-to document was
20 marked for identification as
21 Defendants' Exhibit C.)

22 Q. If you look through there, I think
23 it's No. 18, L-U-R-I-E 18, that has a

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1 due date 11/28/03 up in the top
2 right-hand side of the invoice.

3 A. **Uh-huh.**

4 Q. Okay. Was that -- was this -- is this
5 an invoice for premium that's owed; is
6 that what you understand this to be?

7 A. **Yes.**

8 Q. Was this one paid?

9 A. **Yes.**

10 Q. Okay. And is this the one you said
11 was paid -- when was this one paid?

12 A. **January 4th, 2003.**

13 Q. Okay. Can you tell from this sheet
14 when -- when the amount was due?

15 A. **It says here November 28th, '03.**

16 Q. Okay. The due date 11/28/03?

17 A. **Uh-huh.**

18 Q. Okay. Was it paid on or before the
due date?

19 A. **No.**

21 Q. Okay. Was not. Do you remember this
22 invoice coming to you that was due
23 11/28/03?

1 A. **I don't recall.**

2 Q. Okay. Did you ever have any problems
3 receiving or -- or getting payments to
4 Globe Life? Did you ever have any
5 problems with the mail and with
6 receiving statements from them?

7 A. **No.**

8 Q. Okay. Did you ever have any problems
9 with your checks getting to them?

10 A. **No.**

11 Q. Okay. Would you agree with me -- and
12 these are documents that I received
13 from you -- that you did receive this
14 invoice here, that I have here in my
15 group of documents, No. 18; you
16 received the invoice that had a due
17 date 11/28/03?

18 A. **I don't recall receiving that
19 particular invoice, no.**

20 Q. Okay. Do you recall if you received
21 an invoice in December?

22 A. **Pardon?**

23 Q. Do you recall if you received an

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1 invoice in December at any point
2 stating that they did not receive your
3 November payment?

4 A. **I don't know. Where is that --**

5 MR. SANSPREE: I'm sorry.
6 Here. Here it is.

7 A. **What I'm looking for --**

8 MR. SANSPREE: He just asked
9 if you recalled receiving
10 an invoice in December.

11 A. **Yeah -- yes.**

12 Q. Okay.

13 A. **Sorry.**

14 Q. I'm just trying to make sure I've got
15 the facts straight as you -- you
16 remember them. In early '03, an
17 application was taken out, and you
18 were the one that made the premium
19 payments for this policy --

20 A. **Yes.**

21 Q. -- to Globe Life?

22 A. **Yes.**

23 Q. And you get a series of invoices in

1 the mail at this 4181 County Road 73
2 address?

3 **A. Yes.**

4 **Q.** And in November, one came to you that
5 stated the due date was November 28th,
6 2003, as reflected in L-U-R-I-E 0018?

7 **A. Yes.**

8 **Q.** And no payment was made before the due
9 date of 11/28/03?

10 **A. There was a payment made in October**
11 **for the October premium.**

12 **Q.** True. In relation to this invoice
13 that was due -- the November invoice
14 that was due 11/28/03, no payment was
15 made before --

16 **A. No.**

17 **Q.** -- 11/28/03?

18 **A. No.**

19 **Q.** Okay. And the next time you heard
20 back from Globe Life was when, that
21 you can recall in relation to this
22 policy?

23 **A. I think it was sometime around -- on**

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1 **or around January the 2nd.**

2 **Q.** So January 2nd -- and I think there's
3 a copy of this letter 0020.

4 MR. SANSPREE: Flip through
5 there.

6 **A. I looked, and I didn't see it.**

7 MR. SANSPREE: Go ahead,
8 George. I'm sorry.

9 **Q.** Look at 0020.

10 MR. SANSPREE: Two pages after
11 that. There it is.

12 **Q.** Is that a copy of the next
13 correspondence --

14 **A. Yes.**

15 **Q.** -- you received from them?

16 **A. Yes.**

17 **Q.** Okay. And the date up there is
18 January 2nd, 2004?

19 **A. Yes.**

20 **Q.** Okay. Now, do you recall when you
21 received this letter from Globe Life
22 that's dated Lurie 0020?

23 **A. A week or so around that date.**

1 **Q.** Okay. It was after January --

2 **A. You said January 20 or January 2nd?**

3 **Q.** I'm sorry. January 2nd.

4 **A. January 2nd.**

5 **Q.** Okay. It's Lurie 0020. That's the
6 one I'm looking at.

7 **A. All right.**

8 **Q.** Do you remember when you would have
9 received this January 2nd letter from
10 Globe Life?

11 **A. I would say it was about a week or so**
12 **after that --**

13 **Q.** Okay.

14 **A. -- after I had already made the**
15 **payment on the 4th.**

16 **Q.** So you received this letter after you
17 had already made the payment?

18 **A. Yes.**

19 **Q.** Okay. And between the statement or
20 invoice that's marked as LURIE 0018
21 and the letter or LURIE 0020, do you
22 recall if there was any other
23 correspondence --

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1 **A. No, I don't.**

2 **Q.** -- to you from Globe Life?

3 **A. No, I don't. It was holiday time.**

4 **Q.** What did y'all do during that holiday
5 period? Do you remember if you were
6 in town or out of town, or do you
7 remember anything about that holiday?

8 **A. In town.**

9 **Q.** Okay. During Christmas and New
10 Year's?

11 **A. Uh-huh.**

12 **Q.** Okay. Did you go on any trips during
13 that --

14 **A. No.**

15 **Q.** -- at Christmastime?

16 **A. Did the -- you know, the Santa Clause**
17 **thing and --**

18 **Q.** Okay. Was your husband working --
19 before he went back to his old place
20 of employment on the 5th, was he
21 working during that time for the other
22 machine shop that he worked for? Was
23 there any gap in employment for him at

that time?

A. I -- no, I don't think so. No. That would have been -- where is the calendar? His last day was Friday, December -- no, December -- the Friday prior to that -- to the beginning of 2004, his first day with Service Machine would have been --

Q. Look at that. Does that help you?

A. Is this '03?

Q. Yes.

A. Okay. So then -- that's right. Because his last day would have been, I believe, based on looking at this calendar, the 31st.

Q. Okay. The 31st was a Wednesday. So it would have been the 2nd -- would have been the Friday?

A. Yes, I believe.

Q. Okay. So the best that you can recall, January 2nd was his last day at Maha, and January 5th was his first day at Service?

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A. December -- yeah, January 2nd was last day. And then back over here.

MR. SANSPREE: Right there.

A. This calendar is odd.

Q. There's January 1, January 2, January 3 and 4, then 5, 6. So it starts right -- there's January 1, so --

A. Okay.

Q. -- these are the last few days of December.

A. If I recall correctly, the last day was Friday that he worked with Maha. He started with Service Machine on the 5th and was killed on the 6th.

Q. And the 6th, he was killed in the early morning hours of the 6th?

A. Yes.

Q. Approximately 6 a.m.?

A. 5:40.

Q. Okay. But in any event, he was working a regular schedule; your family was in the Headland area?

A. No.

Q. Midland City area?

A. Yes.

Q. Okay. And you don't recall going on vacation or out of town or anything like that?

A. No.

Q. Okay. Now, when did you write the check, the \$33.60 -- I think a copy of that check is in this stack as 02 -- when did you write that check?

A. January 4th. It would be a Sunday night after the holidays paying the bills.

Q. And what triggered you to write that check?

A. The bills were due. That notice was in my stack of bills there. I looked at it and said pay that.

Q. Okay. Which notice?

A. This one, 0020.

Q. Okay. On January 4th, 0020, dated January 2nd, was in your stack of bills?

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A. Yes. Yes.

Q. So you received -- that was dated January 2nd. You wrote the check on January 4th. So you must have received that mail on January 3rd?

A. Yes. I guess. No. Yeah. I don't remember. All I know is I got this; this was laying there; I saw here where it says had to receive a payment by January the 17th, 2004; this was the 4th; I said, good deal; wrote the check out; put it in the mailbox that night.

Q. Earlier I thought I remembered you saying that you had already mailed the check when you got that letter?

A. Is it this one or the -- or that one?

MR. SANSPREE: Look at it. I don't know.

A. I'm trying to remember. Oh, yeah. Okay. I apologize. I said that I had gotten this letter about a week or so, give or take a day or two, after I had

1 already made the payment on the 4th.

2 Q. Okay.

3 A. And that -- and then I -- when I got
4 this, that was -- I said, well, I'm
5 okay because it was mailed out on the
6 4th and here it is -- it had to be
7 there by the 17th, so I'm sure that
8 was ample time for Globe to receive my
9 premium.

10 Q. So what triggered you to write that
11 check on the 4th? You said there was
12 a bill in your stack of things, and
13 I'm wondering what -- what it was that
14 you saw that triggered you to write
15 the check?

16 A. I don't know. I mean, the bills were
17 due. I owe -- that was also received
18 afterwards.

19 Q. Okay.

20 MR. SANSPREE: She doesn't
21 know what you're pointing
22 to. You're going to have
23 to identify --

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1 A. I was pointing to 0001. This was
2 received after Chris's death, after
3 they had already -- which one is that?

4 MR. SANSPREE: It's Document
5 No. 1.

6 Q. Okay. Okay. I just want to make sure
7 we're on the same page and I
8 understand what you're saying. You
9 wrote the check on January 4th in the
10 p.m., afternoon --

11 A. Right. I always sat down on Sunday
12 nights to pay my bills, and whether I
13 had a document in my hand or not, I
14 had one of the little calendars that
15 had what was due when.

16 Q. Well, according to 0018, that was due
17 November 28th.

18 A. Yes. I said I was late on that.

19 Q. Did you -- did you call anybody at
20 Globe and ask them if you could still
21 make that payment --

22 A. No.

23 Q. -- almost five or six weeks late?

1 A. No.

2 Q. Had you been late ever before on a
3 payment on the Globe policy?

4 A. Not that I recall, no.

5 Q. Okay. So at the time you wrote the
6 check on January 4th, the only thing
7 you would have received from Globe was
8 0018, which is the invoice showing a
9 due date of 11/28/03?

10 A. Yes.

11 Q. Okay. And --

12 A. Excuse me.

13 Q. When you wrote the check, did you
14 enclose a stub or anything from Globe
15 Life with your payment that you can
16 recall?

17 A. Yes. I'm sure I did.

18 Q. Okay. You would have torn something
19 off of -- off of one of the invoices?
20 There's something on there you would
21 include with your payment?

22 A. Yes. But I don't remember if I did or
23 not. All I know is I put the payment

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1 in the envelope --

2 Q. Okay.

3 A. -- and mailed it out on June the 4th,
4 2004.

5 Q. Okay. You put it in the mailbox on
6 June 4th -- I mean, January 4th?

7 A. Yes. Did I say June? Forgive me.
8 January.

9 Q. Okay. January 4th you put the letter
10 in the mailbox at your house?

11 A. Yes.

12 Q. What time does the mail usually run
13 out at your house?

14 A. It varies.

15 Q. What's the general time? In January
16 of 2004, do you remember when the mail
17 would run? Afternoon? Morning? Late
18 afternoon? Do you remember anything
19 like that?

20 A. Usually ran around between 9 and 10 in
21 the morning.

22 Q. Okay. Do you remember any other
23 checks that you wrote on that Sunday?

1 Because you said you paid -- you
2 usually paid your bills on Sunday. Do
3 you remember any other checks that you
wrote on that Sunday?

4 **A. I think -- I don't remember. Car**
5 **insurance or something.**

6 **Q.** And that would have gone -- or the
7 power -- I don't --

8 MR. SANSPREE: You can't --
9 you can't sit here and
10 testify under oath to
11 stuff you don't remember.
12 If you don't remember,
13 that's fine.

14 **A. Okay. I don't remember.**

15 **Q.** Okay. And you would have put a stamp
16 on the letter and put it in your
17 mailbox, put up the little flag; and
18 the mail carrier would have come by
19 and gotten your mail out of your
20 mailbox on that Monday?

21 **A. Yes.**

22 **Q.** And that would be January the 5th?

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1 **A. Yes.**

2 **Q.** Okay. I see that this check is
3 written on the Headland National Bank
4 account. Chris and Karen Lurie are
5 the names on the account. Were there
6 any other checking accounts that you
7 would write checks out of for family
8 type bills?

9 **A. No.**

10 **Q.** Okay. This was the general family
11 checking account?

12 **A. Yes.**

13 **Q.** And the one that you would deposit
14 money that the family received into --

15 **A. Yes.**

16 **Q.** -- and pay, for example, the mortgage
17 or different premiums that are owed
18 out of this account?

19 **A. Yes.**

20 **Q.** Okay. So then the next day on the
21 6th, after you -- after the mail runs
22 on the 5th, your husband dies on the
23 6th?

1 **A. He was killed on the 6th.**

2 **Q.** And when is the next time you can
3 recall receiving any correspondence
4 from Globe Life?

5 **A. It would have been this, wouldn't it?**

6 **Q.** It would have been the letter?

7 **A. 0020.**

8 **Q.** Okay. That's the letter dated
9 January 2nd, 2004?

10 **A. Yes.**

11 **Q.** Okay. So -- and I know I've asked you
12 this a couple of times, but I just
13 want to make sure we're on the same
14 page. The check was dated
15 January 4th?

16 **A. Yes.**

17 **Q.** Put in the mailbox and taken by the
18 mail carrier on January 5th?

19 **A. I don't know what happened to it after**
20 **I put it in the mailbox on**
21 **January 4th.**

22 **Q.** You never saw it again after you put
23 it in the mailbox on --

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1 **A. No, sir.**

2 MR. SANSPREE: Well, that's
3 not actually true. We've
4 got it -- you're under
5 oath. You need to listen
6 to his questions.

7 MR. PARKER: I know. You're
8 right. You're right.

9 **Q.** You put it in the mail on the 4th.

10 Your mail doesn't run on Sundays;
11 right?

12 **A. Right.**

13 **Q.** Okay. After it goes out on the -- on
14 the next day, you don't see this
15 envelope until it comes up -- the
16 check until it comes up again in this
17 lawsuit; that's correct?

18 **A. Yeah.**

19 **Q.** Okay. And then after you mail it,
20 after you write the check, after your
21 husband passes away, you get a letter
22 from Globe Life that's marked here as
23 0020 that has the date of January 2nd,

2006, on it?

A. I didn't write the check after my husband passed away.

Q. Let me make sure. You write the check; it's dated January 4th?

A. Right.

Q. You put it in the mail; husband passes away; and then you receive a letter from Globe, dated January 2nd, 2004?

A. Yes.

Q. Okay. When you got the letter that's marked as 0020, what did you do?

A. I said, as I said before, I had already made that payment, and I had to have it there by the 17th. And I said, so I'm in good standing; it was paid as they stated.

Q. Okay.

A. As Globe stated.

Q. Did you contact them when you received this letter and advise them that your husband had passed away?

A. Yes.

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Q. You did contact them?

A. Yes.

Q. Okay. How long -- how many days after you received this letter did you contact them?

A. The 12th.

Q. Contacted Globe Life on January 12th?

A. Monday, January 12th.

Q. Okay. And what can you recall about that conversation with them?

A. My attorney, Will Matthews, contacted them on the 12th. I was present in his office.

Q. Okay. Can you remember anything about the conversation?

A. He -- he called to notify them of his death, told them that he had been killed on January the 6th, 2004, and wanted to know what steps we had to take -- he was helping me get my paperwork up, claim.

Q. Okay. At that time did they look to see if they had received the check

that was referenced in -- on the

January 2nd letter?

A. I don't know.

Q. That never came up in the conversation?

A. They -- no.

Q. Okay. What did they tell your attorney that he needed to do?

A. They told him that -- that -- we told them that the payment had been put in the mail on the 4th, and they said that it was okay so long it was there -- it was there by the 17th; the policy was still in effect.

Q. Okay. Did -- if you look at this calendar and you see that the 12th is a Monday and you just recalled calling Globe with your attorney on the 12th --

A. (Nods head.)

Q. -- can you give me an estimate as to when -- if you keep that date in mind, when you may have received this

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January 2nd letter? Was it before you made that call with your attorney on the 12th?

A. Yeah.

Q. Okay. So you already had the letter?

A. Yeah. Because it would have been a couple of days.

Q. Okay. So would you agree with me that in your recollection you received the January 2nd letter sometime after your husband passed away but before you made the call on the 12th?

A. Yes.

Q. Okay. Sometime between the 6th and the 12th?

A. Yes.

Q. Were you checking your mail every day when all of this was going on when your husband had passed away, or did you have mail that was kind of stacking up around your house just because you were busy with a lot of things?

1 **A. During that week, yeah, sure, I**
 2 **checked the mail. But he was buried**
 3 **on Friday the 9th.**

4 **Q.** Okay. You just don't recall when you
 5 received the letter that was dated the
 6 2nd?

7 **A. (Shakes head.)**

8 **Q.** Okay. Do you recall receiving the
 9 January 16th letter, the letter with
 10 the 0001 on the bottom right?

11 **A. I don't recall the exact day, but I**
 12 **know I received that after, you know,**
 13 **they had accepted payment and after he**
 14 **had died --**

15 **Q.** Okay.

16 **A. -- or was killed.**

17 **Q.** After you talked to Globe on the 12th
 18 with your attorney or after your
 19 attorney made the call and there was a
 20 conversation with somebody at Globe,
 21 can you recall other conversations you
 22 had with anybody at Globe about this?

23 **A. I don't recall.**

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1 **Q.** Okay. Did you let your attorney make
 2 the calls, or did you make some of the
 3 calls?

4 **A. After that time over -- he made some.**
 5 **I know I made a few. I don't recall**
 6 **exactly when. It was, like, you know,**
 7 **what is the status of this claim, you**
 8 **know. The first thing they would say**
 9 **whenever a call was, I'd give them the**
 10 **number, and they'd say, yes, this**
 11 **policy is still in effect.**

12 **Q.** Okay. After you -- after the
 13 payment -- or let me ask this: After
 14 the due date of 11/28/2003 was
 15 passed -- and I'm referencing the
 16 invoice of No. 18 that has 11/28/03 as
 17 the due date -- did you discuss with
 18 your husband that you had -- that you
 19 didn't make that payment?

20 **A. No.**

21 **Q.** Was there a reason why that payment
 22 wasn't made?

23 **A. Well, just I was late on some bills.**

1 **Q.** Okay. Can you recall --

2 **A. It was the holiday and just...**

3 **Q.** Can you recall any other bills that
 4 you were late with in that November,
 5 December time frame?

6 **A. No. No.**

7 **Q.** Do you recall anybody that was at the
 8 house or in any way had knowledge of
 9 your making this payment and writing
 10 this check on January 4th, 2004 -- and
 11 one thing before I ask you that, it
 12 says 2003 on this check. Is this your
 13 writing on LURIE 02 that says, check
 14 should have said '04, my error; check
 15 dated '03 by habit, new year, Globe --
 16 can you help me with that word?

17 **A. I can't see it from here.**

18 MR. SANSPREE: What page?

19 **Q.** 02.

20 MR. SANSPREE: There it is.

21 **A. Yes, that's my handwriting.**

22 **Q.** It says, check should have said '04,
 23 my error; check dated '03 by habit,

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1 new year; Globe corrected it, as you
 2 can see; cashed it, accepted, for the
 3 premium due by the 17th of
 4 January 2004, Karen Lurie?

5 **A. Correct.**

6 **Q.** Okay. That's your handwriting right
 7 there. Okay. So the check that says
 8 January 4, 2003, was written
 9 January 4, 2004?

10 **A. Yes.**

11 **Q.** Okay.

12 **A. You write 2003 all year, you know, and**
 13 **you just --**

14 **Q.** Okay. Did you tell anybody that you
 15 can recall that you had written that
 16 check?

17 **A. No.**

18 **Q.** Okay. Was there anybody in the house
 19 that was with you helping you pay the
 20 bills when you were making the
 21 payment?

22 **A. No.**

23 **Q.** Okay.

1 **A. The kids don't get involved in that.**

2 **Q.** Okay. If you would, let me take you
3 through these documents real quick.
4 If you look at No. 1, I notice there's
5 a little bit of writing on the
6 right -- I'm sorry; it's going to be
7 on the left-hand side, received after
8 death after accepting payment?

9 **A. Uh-huh.**

10 **Q.** Is that your writing there?

11 **A. Yes.**

12 **Q.** Okay. Do you remember when you wrote
13 that or why you wrote that?

14 **A. It was jotted down for attorney's**
15 **notes, just what each document was in**
16 **reference to.**

17 **Q.** Okay. And that's the same with 2;
18 that's just a note that you made?

19 **A. Exactly.**

20 MR. SANSPREE: I don't know
21 what 3 is.

22 **Q.** I don't know what 3 is either. Four
23 is a letter from William Matthews,

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1 your attorney, to Globe discussing the
2 death?

3 **A. Yes.**

4 **Q.** And you would get copies of those
5 letters from your attorney; is that
6 right?

7 **A. Yes.**

8 **Q.** Okay. The next one appears to be some
9 correspondence from Globe where they
10 returned the payment to you, the
11 33.60?

12 **A. Yes. It went to Will Matthews, not**
13 **me.**

14 **Q.** Okay. And then the check is the next
15 page, the refund check; is that right?

16 **A. Yeah. And notice this -- records**
17 **indicate a premium payment in the**
18 **amount of 33.60 was received in our**
19 **office on January 16th. Which is**
20 **before the 17th when it had to be**
21 **there.**

22 **Q.** When you wrote the check on the 4th,
23 when did you think it needed to be to

1 the -- to Globe Life?

2 **A. It had to be there before the 17th of**
3 **January.**

4 **Q.** How did you know that?

5 **A. Well, at the time of writing the**
6 **check, I hadn't received this yet so I**
7 **wouldn't have known that.**

8 MR. SANSPREE: When you say
9 "this," you need to
10 identify it for the
11 record, because she
12 doesn't know what you're
13 talking about.

14 **A. Speaking of 020.**

15 **Q.** So that's my question. How did you
16 know when it needed to be over to
17 Globe Life in order to -- to still
18 have the policy in effect?

19 **A. Well, when I was doing my bills, I saw**
20 **that it needed to be paid, so I paid**
21 **it.**

22 **Q.** But you didn't know when it needed to
23 make it to Globe Life by?

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1 **A. No. I mailed the check on the 4th and**
2 **then, like I say, later on that week**
3 **or so, I got this and looked back --**

4 MR. SANSPREE: When you say
5 "this," please identify
6 it for the record,
7 please.

8 **A. I'm sorry.**

9 **Q.** The letter of January 2nd?

10 **A. Still speaking of 020.**

11 **Q.** So when you wrote the check on the
12 4th, you didn't know when it needed to
13 make it to Globe; would that be a fair
14 statement?

15 **A. Uh-huh, yes.**

16 **Q.** Because you hadn't received the letter
17 of January 2nd?

18 **A. Yes.**

19 **Q.** Let's see. Number 10 has a note on
20 the top of. It says Check No. 350 for
21 33.60 mailed by me and paid on 1/4/05,
22 posted on 1/21/04, paren, cleared; is
23 that what that says?

1 A. **Yeah, that's what it says.**

2 Q. Okay. And when it says, posted, does
3 that mean it went through your bank on
the 21st?

4 A. **I assume.**

5 Q. Okay. That's your writing?

6 A. **I know it's my writing, but I'm
7 trying -- you know, I'm having to
8 remember --**

9 Q. Sure. Sure.

10 A. **-- back. I paid it on 1/4; posted
11 on -- cleared, question mark. It
12 was --**

13 THE WITNESS: You can jump in
14 there any time.

15 MR. SANSPREE: I can't answer
16 the questions. I wish I
17 could, but I can't.

18 A. **I don't know how --**

19 Q. I'm just trying to confirm that that's
20 your writing, and I'm just trying to
21 get an idea if posted means -- and you
22 may not remember -- but posted might
23

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1 mean that that's when it cleared your
2 checking account; is that what posted
3 means to you?

4 A. **Yeah. Yeah. Because they received
5 the payment prior to that.**

6 Q. Okay.

7 A. **I believe they received the payment on
8 the 16th.**

9 Q. Okay. And then the next couple of
10 pages, I guess, 11, 12, 13, 14, 15,
11 and 16, are -- that's the actual
12 policy?

13 A. **Uh-huh.**

14 Q. And the page that shows the benefits
15 and how much your premium is going to
16 be and that type information; is that
17 correct?

18 A. **Yes.**

19 Q. Okay. There's -- I see there's a mark
20 on Page 13 and Page 14. There's a
21 line drawn down there. Is that --

22 MR. SANSPREE: Thirteen.

23 Q. And a star. There's a star on 13 and

1 a line on 14?

2 A. **Uh-huh.**

3 Q. Is that a mark that you would have
4 made, or if you have any idea who made
5 it?

6 A. **That's probably -- I was reading over
7 this and highlighted these areas,
8 because on Page 14, where it states,
9 written notice of claim must be given
10 within 20 days after accidental death
11 or as soon as reasonably possible --
12 they had already received the payment
13 prior to that and -- well, and then
14 Will got up with them on the 12th,
15 which was, you know, ample time to
16 abide by that.**

17 MR. SANSPREE: You just need
18 to answer his question.

19 A. **Well, I'm trying -- did I underline
20 that? Yes.**

21 Q. Okay.

22 A. **Why did I underline it? Okay. (As
23 read:) Unless accepted by us under the**

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1 **reinstatement provision in the
2 certificate.**

3 MR. SANSPREE: You just need
4 to answer the question
5 that he's asked.

6 A. **Okay. What's the question? I'm
7 sorry.**

8 Q. I just asked if you drew the line
9 under it, and if you can recall why
10 you underlined it?

11 A. **That's what I was responding to. When
12 you wanted to know why.**

13 Q. Okay.

14 A. **That's what I was -- these were --
15 this was paperwork I was sending to
16 the attorney's office, and in that
17 reinstatement provision, the premium
18 was received by Globe before the 17th.
19 That was just like, look at this and
20 see if this is where -- this is for
21 them.**

22 Q. Okay. Seventeen is a note, appears to
23 be in your handwriting; is that right?

1 A. Yes.

2 Q. Okay. And just to save time, it says,
3 payment made on January 4th, \$33.60,
4 Check No. 950, mailed on January 5th,
5 2004. Chris was killed on January 6,
6 2004. Received notice from Globe on
7 or around January 12th?

8 A. Uh-huh, yes.

9 Q. Would that be the January 2nd letter
10 that we've been talking about, that
11 received notice from Globe?

12 A. Yes.

13 Q. So when you say, received notice from
14 Globe on or around January 12th, that
15 would probably be the January 2nd --
16 the letter dated January 2nd?

17 MR. SANSPREE: Which is
18 Bates-marked 020.

19 A. Yes.

20 Q. And then it says, notice generated on
21 January 2nd, but not postmarked until
22 January 7th?

23 A. Yeah.

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1 Q. Do you still have the letter -- the
2 actual envelope that that January 2nd
3 letter came in?

4 A. No.

5 Q. Do you -- did it get discarded? Do
6 you have any idea where it might be?

7 A. It's gone.

8 Q. Okay.

9 A. Yeah.

10 Q. And then it says, check written on
11 January 4th mailed out January 5th,
12 postmark. Have you seen the envelope
13 that your check was in since it left
14 your possession?

15 A. No.

16 Q. Okay. Do you remember when you wrote
17 this 0017, when you wrote this note?

18 A. No.

19 Q. We've already talked about 18.

20 Nineteen has a note on it. It says,
21 Will phone number. Is that Will
22 Matthews' phone number?

23 A. His office, yes.

1 Q. Office number, okay. Twenty, we've
2 talked about. And is that your
3 writing on the right-hand margin of
4 20?

5 A. Yes.

6 Q. Okay. And you note, mailed
7 January 5th, 2004; received by Globe
8 January 16, '04?

9 A. It was put in the box on January the
10 4th.

11 Q. Next one is a copy of a check but with
12 no writing. And 22 is the back of
13 your check?

14 A. That's what it appears to be.

15 Q. Do you know where you got this -- the
16 back of the check from?

17 A. Off of the cleared check.

18 Q. Okay. That you got back from the
19 bank?

20 A. Yes.

21 Q. Okay. Your bank statement?

22 A. Yes.

23 Q. Okay. Then, let's see, 23 is a letter

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1 from Globe to your attorney?

2 A. Yes.

3 Q. Okay. Twenty-four is the request for
4 premium due January 28th?

5 A. Yeah.

6 Q. And you didn't pay that one?

7 A. Why, no.

8 Q. Okay. Twenty-five appears to be the
9 same letter that we've seen before in
10 0020, except for it's turned over a
11 different direction.

12 A. Yes.

13 MR. SANSPREE: We probably
14 copied those, George, a
15 couple of times.

16 MR. PARKER: Sure.

17 Q. Twenty-six looks like the same thing
18 as 18 just turned in, maybe, a
19 different direction?

20 MR. SANSPREE: It is. We
21 probably just copied
22 these documents twice,
23 George. Eighteen.

1 **A. Okay. Yes.**

2 **Q.** Okay. And then if you would, look
3 through 27 to 33, and those records
4 appear to be some medical records
5 associated with making the accident
6 claim?

7 **A. Yes.**

8 MR. SANSPREE: Look through
9 these before you answer
10 any questions. He said
11 look through 27 through
12 33.

13 **A. Yes.**

14 **Q.** Okay. And then I think we may be
15 looking at some duplicates --
16 Documents 0034 through 0041, and I
17 think may be documents we've already
18 seen before, just documents regarding
19 the coverage and the policy type and
20 the policy provisions.

21 MR. SANSPREE: Did you
22 understand the question?

23 **A. Yes.**

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1 **Q.** Does that appear to be what those
2 pages are?

3 **A. Yes.**

4 **Q.** Let me ask you about 42 and 43. This
5 looks like a brochure that may have
6 been a two-sided brochure that -- with
7 a folded up -- I mean like a tri-fold?

8 **A. Yes.**

9 **Q.** Have you seen that before?

10 **A. Yes.**

11 **Q.** Was that some information about the
12 policy that your husband may have
13 looked at before he took it out?

14 **A. Yes.**

15 **Q.** Okay. And then the rest of the
16 documents are documents that you've
17 received from Globe mailed to David
18 since his death; those are just copies
19 of mailings maybe you've received from
20 Globe?

21 **A. Yes.**

22 MR. SANSPREE: Again, look
23 through them all. I

1 don't think you're trying
2 to pull anything on her,
3 George; I just want to
4 make sure she's right.

5 MR. PARKER: Just
6 double-check. I think
7 that's what it is, but
8 double-check.

9 **A. Those are...**

10 MR. SANSPREE: Go ahead and
11 answer if you want to
12 answer.

13 **A. Yes. Those are the same type -- same
14 type mail that still invades my
15 mailbox two years after his death.**

16 **Q.** You're still getting that mail today?

17 **A. Yeah.**

18 **Q.** I've got a couple of documents here.
19 Those are marked as C. I've got a
20 couple here I'm going to mark as D.
21 And there are a couple of records out
22 of what I think Globe has produced
23 to --

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1 (The referred-to document was
2 marked for identification as
3 Defendants' Exhibit No. D.)

4 MR. SANSPREE: George, if
5 you'll throw me that
6 clamp, I was going to
7 clamp this together.

8 **Q.** Here's a group of documents that Globe
9 has produced to your attorney.

10 MR. PARKER: I think you've
11 already gotten those. I
12 just want to ask her
13 about a couple of those
14 pages.

15 **A. Yeah.**

16 MR. SANSPREE: Yeah. Seen
17 those. Death certificate
18 and everything.

19 **Q.** Looks like the top document in this
20 group of documents that are marked
21 collectively as D is a letter to Globe
22 from your attorney, where he was
23 trying to get some information

1 together that they requested; is that
2 what that letter appears to be?

3 **A. Yes.**

4 **Q.** Okay. And --

5 MR. SANSPREE: Just for the
6 record, "they requested"
7 would be Globe Life?

8 MR. PARKER: Yeah.

9 **Q.** 0015 is -- is that a copy of the
10 application that your husband took out
11 in order to get this policy, if you
12 know?

13 **A. I don't know.**

14 **Q.** Okay. You don't know.

15 (Off-the-record discussion.)

16 **Q.** And then the rest of these, I think,
17 are documents that are associated with
18 records that may have been sent to
19 Globe by your attorney?

20 **A. (Nods head.)**

21 **Q.** Okay.

22 **A. Yes.**

23 **Q.** Okay. I'm going to mark these

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1 responses that you've already made in
2 this case as E. I just have a couple
3 of questions out of these. Do you
4 remember signing off on these
5 interrogatories, these responses that
6 your attorney may have helped you
7 prepare?

8 (The referred-to document was
9 marked for identification as
10 Defendants' Exhibit No. E.)

11 MR. SANSPREE: Let me get to
12 it, George.

13 MR. PARKER: Sure.

14 **A. Yes.**

15 **Q.** Okay. On Question No. 2 on the second
16 page of those documents, there's a
17 question that asks the names, address,
18 telephone number of each person who
19 has knowledge of any of the
20 allegations contained in the
21 complaint. And listed are Philip
22 Christopher Lurie and yourself and
23 Michael Britton.

1 **A. Yes.**

2 **Q.** Are there any other persons that know
3 anything about any of the facts and
4 circumstances surrounding this
5 dispute?

6 **A. No.**

7 **Q.** Okay. What does Philip -- or what
8 does Christopher know -- what does he
9 know about it?

10 **A. Just that Globe didn't pay up like
11 they were supposed to.**

12 MR. SANSPREE: And, George,
13 just so -- because I know
14 we're in federal court,
15 and I want to make sure
16 you know about all the
17 witnesses -- we may call
18 her first attorney, Will,
19 because there was a phone
20 call. So make a note
21 that we need to
22 supplement this response
23 so it's not held against

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1 me later on.

2 MR. PARKER: Sure.

3 **Q.** So Will Matthews, he knows?

4 **A. He notified them of his death, Globe.
5 He notified Globe of Chris's death.**

6 **Q.** And you already mentioned one
7 conversation that you had while he was
8 talking to Globe on the 12th?

9 **A. Yes.**

10 **Q.** And you've shown me some letters that
11 he wrote on your behalf to Globe?

12 **A. Yes.**

13 **Q.** Okay. Philip -- or, I'm sorry,
14 Christopher, did he ever talk to
15 anybody at Globe that you know of?

16 **A. No.**

17 **Q.** He didn't see you write the check or
18 put the check in the mail?

19 **A. No.**

20 **Q.** He just knows that you've talked about
21 Globe not paying in this case?

22 **A. He was aware of that.**

23 **Q.** Okay. Is that extent of what he

1 knows?

2 A. Yes.

3 Q. Okay. Will -- what does your husband
Michael know about the facts and
circumstances of this case?

6 MR. SANSPREE: I mean, just to
7 state that what does she
8 know that he knows. I
9 mean, she really -- you
10 may just want to call him
11 and ask him.

12 MR. PARKER: That's true.

13 MR. SANSPREE: But answer the
14 question. I was just
15 making sure that you're
16 not going to sit here and
17 tell him everything he
18 knows if you don't know.
19 But you tell him what you
20 know he knows.

21 A. I know he's aware of the fact that
22 Globe didn't pay me.

23 Q. Okay. He's aware of the lawsuit; he's
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1 aware of your contention that they
2 didn't pay, those type things?

3 A. Yes.

4 Q. He has no knowledge of when the check
5 was written or all that?

6 A. No.

7 Q. How long have you known Michael?

8 A. We met May 15th.

9 MR. SANSPREE: How do you
10 remember all these dates?

11 A. Because I'm ready.

12 MR. SANSPREE: I can't
13 remember anything.

14 A. Wait a minute -- because, see -- you
15 know, January jumps in the middle of
16 things.

17 Q. Sure.

18 A. So May -- May 2004.

19 Q. Okay.

20 A. May 15th, '04.

21 Q. Okay. So you didn't meet him until
22 after your husband passed and after
23 you had written the check and after

1 you --

2 A. Yes.

3 Q. Okay. There's some doctors listed
4 here as -- in No. 9 as doctors,
5 hospitals, pharmacists, medical
6 providers, or healthcare providers
7 that provided you with medical
8 treatment for the emotional distress
9 alleged in your complaint?

10 A. What number?

11 MR. SANSPREE: He was reading
12 the question to you.

13 A. Yes.

14 Q. Okay. Did you -- do all these --
15 well, does Dr. Cook work at First Med?

16 A. Yes.

17 Q. Okay. Did you see Dr. Cook because of
18 your allegations that Globe Life
19 didn't pay on this policy? Is that
20 the reason why you had to go see him?

21 A. I had gone and seen him initially, I
22 guess, a month or so after Chris's
23 death for depression and -- as far as
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1 having to go and see Dr. Cook for --
2 because Globe didn't pay as they
3 should, no.

4 Q. You did not see Dr. Cook because of
5 anything having to do with this
6 lawsuit relating to Globe Life not
7 paying your claim?

8 A. Not that I remember, no.

9 Q. Same question for Dr. Faulk. Is that
10 Paulk?

11 A. It's supposed to be Paulk, yes.

12 Q. Same question for him.

13 A. Yes.

14 Q. You did see him because of your
15 allegations that Globe should have
16 paid the claim but did not?

17 A. Well, just trying to remember. I know
18 you want a simple yes or no. I will
19 say no at this time.

20 Q. Okay. How about any doctors at
21 Westgate Parkway?

22 A. That's the address of Dr. Cook and
23 Dr. Paulk.

1 Q. Okay.

2 MR. SANSPREE: He's asking
3 about any doctors there.

4 Q. Yeah. First Med is on Westgate
5 Parkway?

6 A. Yes. Yes, sir.

7 Q. And Dr. Cook and Dr. Paulk work
8 together?

9 A. Yes, sir.

10 Q. Okay. You've seen them for different
11 health-related reasons both before and
12 after your husband passed away?

13 A. Yes.

14 Q. Okay. But as you sit here today,
15 you're not saying that you saw them
16 specifically because of the
17 allegations against Globe Life in your
18 complaint?

19 A. **Not specifically, no, but the**
20 **allegations against Globe would not**
21 **have come about had it not been linked**
22 **to the fact that Chris died. Chris**
23 **died, and I was in a really sad state,**

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1 so that fed into it.

2 Q. Would you agree with me that you saw
3 them because of your having to deal
4 with the death --

5 A. Yes.

6 Q. -- rather than because of this lawsuit
7 or the issues around the Globe Life
8 case?

9 A. **Yes. It was six months off and on**
10 **that I saw them, if I recall right.**
11 **That's what I'm trying to remember.**
12 **And during which time, the claim was**
13 **denied, if I recall correctly.**

14 MR. SANSPREE: Listen to his
15 question.

16 Q. I'm just trying to find out if you saw
17 Dr. Cook, as asked in the question,
18 for medical treatment for the
19 emotional distress alleged in your
20 complaint that you allege was caused
21 by Globe?

22 A. Yes.

23 Q. Okay. And the same for Dr. Paulk?

1 A. Yes.

2 Q. So you saw them for emotional distress
3 allegedly caused by Globe Life?

4 A. **I'm not sure.**

5 Q. Okay. You said you saw Dr. Cook
6 before your husband passed away for
7 depression? Did I hear that right?

8 A. No.

9 Q. Never before -- you never were treated
10 for depression --

11 A. No.

12 Q. -- before --

13 A. **No. Never.**

14 Q. After you saw him for depression?

15 A. **Never had, no.**

16 MR. SANSPREE: He's asking you
17 after his death, you saw
18 him for depression;
19 right?

20 A. Yes.

21 Q. But not before; you did not see him
22 for depression before the death?

23 A. No.

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1 Q. Got you. Same question for Dr. Paulk,
2 did you see him for depression-related
3 issues after your husband passed away?

4 A. Yes.

5 Q. Okay. And then it says, director of
6 funeral home referred you to a grief
7 counselor.

8 A. Yes.

9 Q. And you spoke to this person,
10 apparently, over the phone?

11 A. Yes.

12 Q. Okay. Did that -- did any discussions
13 with this grief counselor have
14 anything to do with the emotional
15 distress you claim Globe Life has
16 caused you?

17 A. No.

18 Q. Okay. Have you talked to or relied on
19 any of your family or friends to help
20 you cope with emotional distress that
21 you claim that Globe Life has caused
22 you?

23 A. **Repeat that.**

1 Q. Okay. Have you relied on family
2 members or friends to help you cope
3 with the emotional distress that you
claim Globe Life has caused you?

4 A. Yes.

6 Q. Okay. Who are those persons?

7 A. My husband.

8 Q. Anybody else that you can recall?

9 A. No.

10 Q. Okay. Tell me about the emotional
11 distress that you claim Globe Life has
12 caused you.

13 A. I don't know how to answer that.
14 Honestly.

15 Q. Okay. You're claiming mental anguish
16 in this case, or emotional distress?

17 A. Yes.

18 Q. Okay.

19 A. What did I mean by that?

20 Q. Sure.

21 A. I had a husband of 22 years, and he
22 was the bread winner, and he died, and
23 I was left with two teenage boys and

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1 no income. And when I -- relying on
2 the policies and the financial
3 provisions he had made for me should
4 anything ever happen to him, and then
5 finding that Globe was denying that
6 responsibility to fulfill the claim,
7 was pretty emotional and left me in a
8 pretty bad situation.

9 Q. Did you have some savings that you
10 could rely on after he passed away, or
11 how did you make ends meet after he
12 did pass away?

13 A. I didn't have any savings. I had
14 that -- the amount that I stated that
15 CNA paid.

16 Q. And the auto insurance?

17 A. Yeah. I had to pay for the funeral
18 expenses out of that, which was right
at 8,000. I had to pay all of the --

20 MR. SANSPREE: Just answer

21 what he asked you.

22 Q. Did -- have you talked to any
23 expert-type witnesses in this case

1 about your -- your case or any
2 opinions they may want to make, if you
3 know?

4 A. No.

5 Q. Never spoken to anybody?

6 A. (Shakes head.)

7 Q. Tell me in your words what -- you may
8 have already told me; if you want to
9 rely on what you've already told me,
10 that's fine -- but what do you contend
11 that Globe did wrong in this case?

12 MR. SANSPREE: Can we get her
13 some tissue? Would you
14 like a tissue?

15 A. Globe didn't pay as they should have.
16 They didn't fulfill the claim.

17 Q. Other than the doctors that we talked
18 about just a minute ago, are there any
19 other doctors that you have seen
20 because of any of the issues relating
21 to this lawsuit?

22 A. No.

23 Q. Okay. Do you have any appointments

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1 scheduled in the future with any
2 doctors or psychiatrists,
3 psychologists, therapists, or any type
4 counselor for any of the issues
5 pertaining to this lawsuit against
6 Globe?

7 A. No.

8 Q. Okay. It's your testimony under oath
9 here today that you did not send in a
10 check to Globe for the amount of the
11 premium after your husband passed
12 away?

13 A. Repeat that.

14 Q. It's your testimony here under oath
15 that you did not send in the check
16 that we've looked at here today for
17 the premium after your husband passed
18 away?

19 A. It is my testimony that I did not send
20 in the premium after my husband passed
21 away. No, I did not send in the
22 payment after he passed away.

23 Q. Okay.

1 **A. Did I get that right? Well, you kind**
2 **of twisted --**

3 MR. SANSPREE: He's not -- he
4 just wants to know
5 whether or not you sent
6 the payment in after he
7 died.

8 **A. No, I did not send the payment in**
9 **after he died.**

10 **Q.** All right. If you give me five
11 minutes, I think I'm about through.

12 (Brief recess taken.)

13 **Q.** I should have asked you this before
14 when we were talking about your
15 husband's accident, but I forgot to
16 ask you. How did you find out
17 about -- that he had been in a wreck,
18 and when did you find out about it?

19 **A. Strange car pulled up in my driveway,**
20 **and I didn't know who it was. And I**
21 **went to the door, and this big tall**
22 **white-haired man staring at me kind of**
23 **funny met me at the door. And I said,**

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1 **yes; and he said, are you alone? And**
2 **I said, yes, why? And he said, is**
3 **Chris your husband? And I said, yes.**
4 **And he said, well, he's been killed.**
5 **Just like that. And I hit the ground.**

6 **Q.** Did -- and then did you go out to the
7 scene or go to the hospital?

8 **A. No. There was no hospital involved,**
9 **and, no, nobody would let me go. And**
10 **they said it was so bad.**

11 **Q.** Okay. Do you have any -- we talked
12 about the funeral expenses -- and I
13 don't know if this is exactly the
14 answer to this question I'm fixing to
15 ask, but do you have any out-of-pocket
16 expenses associated with this case or
17 this claim that you're making against
18 Globe?

19 **A. I don't understand what you --**

20 **Q.** Do you have any out-of-pocket expenses
21 that you've had to pay yourself as a
22 result of this case and your dispute
23 with Globe?

1 **A. I had to pay -- are you speaking of**
2 **paying off bills, or are you**
3 **speaking --**

4 MR. SANSPREE: Just -- I mean,
5 I've got her on a
6 contingency-fee basis, so
7 she hasn't had to pay me.

8 **Q.** Sometimes when there's a lawsuit and
9 somebody is suing somebody else there
10 will be items that the person suing
11 another will claim she's had to pay
12 because of what somebody else has
13 done, out-of-pocket expenses
14 associated with the wrong alleged in
15 the complaint. And what I'm asking is
16 do you have any of those type
17 out-of-pocket expenses associated with
18 this case of any sort? And it may be
19 something that you don't. I'm just
20 asking if you know of any
21 out-of-pocket expenses you've had to
22 pay because of your dispute with
23 Globe.

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1 **A. No, not that I recall.**

2 **Q.** Do you have any expenses that you
3 anticipate having to pay in the future
4 because of what you claim Globe may or
5 may not have done?

6 **A. No.**

7 **Q.** Okay. In this case, you've sued Globe
8 for breach of contract, and you've
9 also sued them for bad faith. And
10 what I'm asking is, are you alleging
11 that Globe failed to investigate your
12 claim?

13 **A. Repeat that.**

14 **Q.** Okay. Well, let me ask you this: One
15 of the allegations in your complaint
16 is that Globe Life has intentionally
17 and in bad faith failed and refused to
18 properly pay or investigate
19 plaintiff's claim for accident --
20 accidental death benefits. And let me
21 ask you, do you have any first-hand
22 knowledge or evidence that Globe Life
23 intentionally and in bad faith failed

1 to investigate this claim?

2 **A. Yes.**

3 **Q.** Okay. What is it?

4 **A. Well, they led me to believe all along**
5 **that they were going to fulfill this**
6 **claim, and then told me they were**
7 **cutting a check. I said, okay. And**
8 **then, in fact, did receive a check,**
9 **but it was a reimbursement check of my**
10 **premium.**

11 **Q.** Okay. Is that the evidence that you
12 have that Globe intentionally and in
13 bad faith failed to investigate your
14 claim?

15 **A. Yeah. The payment was made -- the**
16 **payment was made when it had to be**
17 **there. The policy was still in**
18 **effect, had not lapsed. And they**
19 **didn't pay me what they owed me.**

20 **Q.** Are you alleging in this case that
21 Globe had no arguable reason for re --
22 for refusing to pay the benefits owed
23 to you?

1 **A. Rephrase that.**

2 **Q.** Okay. Are you saying in your
3 complaint that Globe had no arguable
4 reason for failing or refusing to pay
5 the benefits that you allege are owed
6 to you?

7 MR. SANSPREE: I'm going to
8 have to object to that.

9 Arguable is legal,
10 George. I mean, can you
11 rephrase it?

12 MR. PARKER: Sure.

13 **Q.** Are you alleging in your complaint
14 that Globe had no reason for refusing
15 to pay the amounts that you allege
16 were owed?

17 **A. Yes.**

18 **Q.** If -- if this payment was made
19 after -- I know what you've told me; I
20 know what your testimony has been --
21 but if the payment was made after your
22 husband had passed, would you think
23 that Globe would owe money under this

1 policy?

2 MR. SANSPREE: Same objection.

3 You have to answer, but I
4 was objecting. It
5 depends on a lot of
6 things.

7 **Q.** I'm asking you a hypothetical, but
8 under the facts that we know of -- and
9 I know what you've already testified
10 about -- but under the facts that we
11 know of, if a payment was made by
12 somebody else under the same and
13 similar circumstances after the person
14 on the policy had deceased, would you
15 think that the insurance company would
16 still owe payments under that
17 scenario?

18 MR. SANSPREE: Object to the
19 form of the question. Go
20 ahead and answer it.

21 **A. Payment being made or payment being**
22 **received by Globe?**

23 **Q.** Payment being sent in and mailed.

1 MR. SANSPREE: After --

2 **Q.** The check being written and the check
3 being mailed after that person had
4 died.

5 **A. Mailed in after that person -- written**
6 **and mailed in after that person died**
7 **in a hypothetical situation, would I**
8 **think --**

9 **Q.** That the insurance company would have
10 to pay the benefits under the policy?

11 **A. In a perfect situation like that, no.**
12 **But with all other -- you know, people**
13 **have other...**

14 **Q.** Okay. Let's assume that -- that the
15 exact same set of circumstances
16 happened to somebody else, not you,
17 and --

18 (Off-the-record discussion.)

19 **Q.** In your case and you've already
20 testified you mailed the check on
21 the -- you wrote the check on the 4th,
22 mailed the check on the 5th. Let's
23 assume somebody else with the exact

1 same set of facts happened to them,
2 but that person, the widow in that
3 case, mailed the check on the 8th,
4 wrote the check and mailed the check
5 on the 8th to Globe Life -- you follow
6 me?

7 **A. But it can't be that way. If you say**
8 **that she wrote the check and mailed**
9 **the check in the same -- like I did,**
10 **in the same situation, before he**
11 **died --**

12 **Q.** Right. I'm saying --

13 MR. SANSPREE: He's asking if
14 it's after.

15 **Q.** The only thing difference -- the only
16 thing different would be instead of
17 the way you say it happened, the
18 person in Scenario B wrote the check
19 on the 7th, after somebody had died,
20 and mailed the check on the 7th, after
21 somebody had died, and it was received
22 by the insurance company on the 16th,
23 under those circumstances, would you

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1 say that the insurance company
2 should -- should pay that claim?

3 **A. Are you trying to trick me?**

4 MR. SANSPREE: He's just
5 asking you a hypothetical
6 question.

7 **Q.** I'm just asking you a hypothetical.

8 **A. No. I don't guess.**

9 **Q.** Okay. Did anybody do your -- you and
10 your husband's taxes around the 2003,
11 2004 time frame, or did y'all just do
12 them yourselves?

13 **A. I did.**

14 **Q.** You did them?

15 **A. I believe, yeah.**

16 (Off-the-record discussion.)

17 **Q.** Okay. I think that's all I have.

18 (Off-the-record discussion.)

EXAMINATION

20 **BY MR. SANSPREE:**

21 **Q.** I'm going to show you what I've marked
22 as Plaintiff's 1.

23 (The referred-to document was

1 marked for identification as
2 Plaintiff's Exhibit No. 1.)

3 MR. PARKER: Is that the --

4 MR. SANSPREE: My subpoenas,
5 yeah.

6 MR. PARKER: Can I look at
7 that? Do you have it
8 marked?

9 MR. SANSPREE: I just took a
10 page out.

11 MR. PARKER: Okay.

12 MR. SANSPREE: What I did is I
13 usually just write a
14 letter -- when you send a
15 subpoena, I just write a
16 letter saying give them
17 to me too.

18 **Q.** In Plaintiff's 1, do you see Check No.
19 949 down at the bottom left-hand
20 corner?

21 **A. Yes, I do.**

22 **Q.** And what's the date on 949?

23 **A. 1/4/04.**

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1 **Q.** And then do you see at the top or in
2 the middle of left-hand side, Check
3 No. 951?

4 **A. Yes, I do.**

5 **Q.** And what date is that?

6 **A. 1/8/04.**

7 **Q.** I show you what I'm going to mark as
8 Plaintiff's 2.

9 (The referred-to document was
10 marked for identification as
11 Plaintiff's Exhibit No. 2.)

12 MR. PARKER: Can I come behind
13 y'all?

14 MR. SANSPREE: Yeah.

15 **Q.** I show you on top of Plaintiff's 2 at
16 the top left-hand corner, do you see
17 where it's Check No. 950, which is the
18 check at issue in this case; do you
19 see that?

20 **A. Yes.**

21 **Q.** And what is the date at the top of the
22 Check 950?

23 **A. 1/4/03.**

1 Q. And, just for the record, again, Check
2 No. 949, which is before 950, is dated
3 what date?

4 A. **1/4/04.**

5 Q. And you mailed -- did you mail 949 at
6 the same time you mailed Check No.
7 950?

8 A. **Yes.**

9 Q. Back to Defendants' Exhibit C, which
10 is Lurie 001, what's the date of that
11 notice -- premium notice?

12 A. **Here?**

13 Q. Yes, ma'am.

14 A. **January 16th, 2004.**

15 Q. Is January 16th, 2004, is that after
16 your husband's death?

17 A. **Yes, it is.**

18 Q. Is that after you and Mr. Matthews
19 notified Mr. Matthews of your
20 husband's death?

21 A. **Yes, it is.**

22 Q. And what date did you notify Globe
23 Life of your husband's death with

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1 Mr. Matthews?

2 A. **January 12th, 2004.**

3 Q. And what date was Check No. 950 cashed
4 by -- or deposited by Globe Life?

5 A. **January 16th.**

6 Q. Okay. I'm sorry. In Lurie 020 -- and
7 you testified earlier that you
8 received that -- you see where it
9 states that they must -- Globe Life
10 must receive your premium payment by
11 January 17th, 2004?

12 A. **Yes, I do.**

13 Q. Did they receive your premium payment
14 by January 17th, 2004?

15 A. **Yes, they did.**

16 Q. And you received LURIE 1 after that,
17 again; correct?

18 A. **Yes.**

19 Q. And what does LURIE 1 indicate to you,
20 the premium notice of January 16th,
21 2004? What does that indicate to you?

22 A. **It indicates to me that the policy was**
23 **still in effect.**

1 Q. At any time prior to May 18th, 2004 --
2 you filed the claim with Globe Life on
3 January 12th; you notified them of the
4 death; correct?

5 A. **Right.**

6 Q. At any time between January 12th and
7 May 18th, 2004, were you told by Globe
8 Life that they were going to use the
9 fact that the premium payment was late
10 to deny your claim?

11 A. **No.**

12 Q. And did you ever receive a letter -- a
13 reservation of rights by Globe Life
14 regarding the premium payment being
15 late prior to May 18th, 2004?

16 A. **No.**

17 Q. Do you know why -- do you have any
18 reason to believe or any knowledge
19 why -- not any reason to believe -- do
20 you have any knowledge why Globe Life
21 would send you another premium notice
22 on January 16th, 2004, if your policy
23 had, in fact, elapsed, or your

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1 husband's policy had lapsed?

2 A. **I wondered why they would do that.**

3 Q. That's all I've got.

4 MR. SANSPREE: Do you have
5 anything, George?

6 MR. PARKER: No. Just hold on
7 a second. I don't think
8 I have any more
9 questions. That's it.

10 Thank you.

11 (The deposition of **KAREN FRANCES LURIE**
12 **BRITTON** concluded at approximately
13 1:33 p.m. on July 25, 2006.)
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REPORTER'S CERTIFICATE

STATE OF ALABAMA

COUNTY OF ELMORE

I, Tiffany B. Beasley,

Certified Court Reporter and Notary

Public in and for the State of Alabama

at Large, do hereby certify that on

July 25, 2006, pursuant to notice and

stipulation on behalf of the

Defendants, I reported the deposition

of KAREN FRANCES LURIE BRITTON, who

was first duly sworn by me to speak

the truth, the whole truth, and

nothing but the truth, in the matter

of KAREN LURIE, Plaintiff, versus

GLOBE LIFE AND ACCIDENT INSURANCE

COMPANY, et al., Defendants, Civil

Action Number 1:06-cv-0034MEF, now

pending in the United States District

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Court for the Middle District of
Alabama, Southern Division; that the
foregoing 133 typewritten pages
contain a true and accurate
transcription of the examination of
said witness by counsel for the
parties set out herein; that the
reading and signing of said deposition
was not waived by witness and counsel
for the parties.

I further certify that I am
neither of kin nor of counsel to the
parties to said cause, nor in any
manner interested in the results
thereof.

This 8th day of August, 2006

Tiffany B. Beasley, CCR
Reporter and Notary Public
State of Alabama at Large

WITNESS SIGNATURE PAGE

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

KAREN LURIE,

Plaintiff,

vs.

CIVIL ACTION NO.
1:06-cv-0034MEFGLOBE LIFE ACCIDENT
INSURANCE COMPANY, et al.,

Defendants.

I, KAREN FRANCES LURIE BRITTON,
hereby certify that I have read the
deposition enclosed herein and that it
is a true and accurate transcription
of the deposition given by me in this
cause with the corrections or
additions, if any, indicated by me on
the attached errata sheet.

Signature of Witness

Subscribed and sworn to before me this
day of , 2006.

Notary Public

12/13/05

**IN THE CIRCUIT COURT OF
HOUSTON COUNTY, ALABAMA**

KAREN LURIE,

Plaintiff,

v.

**GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY;
and Fictitious Defendants "A", "B",
"C", "D", "E", and "F", whether
singular or plural, are those other
persons, corporations, firms or other
entities whose wrongful conduct caused
or contributed to cause the injuries and
damages to Plaintiff, all of whose true
and correct names are unknown to
Plaintiffs at this time, but will be
substituted by Amendment when
ascertained,**

Defendants.

Case No. CV-05-

773-L

FILED

DEC 14 2005

Judy Byrd
JUDY BYRD, CLERK
HOUSTON CO., AL

COMPLAINT

PARTIES

1. Plaintiff Karen Lurie is a resident of Houston County, Alabama and over the age of nineteen (19) years.
2. Globe Life and Accident Insurance Company ("Globe Life") is a foreign corporation that does business by agent in Houston County, Alabama.
3. Fictitious Defendants "A", "B", "C", "D", "E" and "F", whether singular or plural, are those other persons, firms, corporations, or other entities whose wrongful conduct caused or contributed to cause the injuries and damages to Plaintiff, all of whose true and correct names are unknown to Plaintiff at this time, but will be substituted by amendment when ascertained.



STATEMENT OF FACTS

4. In or around April of 2003, David Lurie, deceased husband of the Plaintiff, ("Decedent"), purchased an accidental death insurance policy (Policy Number: 14-J522138) from the Defendants ("the Policy") that would pay accidental death benefits in the amount of \$100,000.00 in the event the insured died an accidental death as defined by the aforesaid policy of insurance.

5. The Decedent/Insured identified as beneficiary of the aforesaid Policy as Karen Lurie, the Plaintiff.

6. The Decedent died an accidental death on or about January 6, 2004.

7. A claim for accidental death benefits under the Policy was subsequently filed by Plaintiff Lurie.

8. Plaintiff's claim for accidental death benefits was denied by the Defendants.

COUNT ONE - BREACH OF CONTRACT

9. Plaintiff incorporates paragraphs 1-8 as paragraph 9 of Count One.

10. The Defendants had a life insurance policy contract with the Decedent in which the Defendants accepted insurance premium payments from the latter in consideration for the promise to pay the death benefits to the beneficiaries designated by the Decedent as of the time of his death as set forth above.

11. The Defendants accepted premium payments from the Decedent until the date of his death. The Decedent fully performed his end of the contractual agreement.

12. The Defendants failed to pay the death benefit as stated in the contractual agreement as set forth above.

13. The Defendants failure to pay death benefits, consistent with the terms of their contractual agreement with the Decedent was a breach of contract for which the Plaintiff is entitled a recovery as beneficiary under the Policy.

14. Plaintiff has not been provided the death benefits as promised in the aforesaid contract and has been injured by the aforesaid breach.

WHEREFORE, Plaintiff demands judgment against Defendants in such an amount of compensatory damages as a jury deems reasonable and may award, plus costs.

COUNT TWO-BAD FAITH

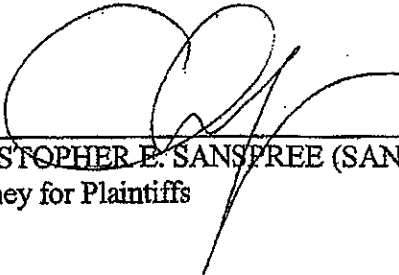
15. Plaintiff incorporates paragraphs 1-14 as paragraph 15 of Count Two.

16. At all material times herein, Defendant State Farm was under a duty to use good faith in handling Plaintiff's claim.

17. Defendant Globe Life has intentionally, and in bad-faith, failed and refused to properly pay or investigate Plaintiff's claim for accidental death benefits.

18. As a proximate consequence, Plaintiff was injured and damaged by not having been provided the death benefits as set forth above and has been caused to suffer mental and emotional distress, from which she will continue to suffer.

WHEREFORE, Plaintiff demands judgment against Defendant Globe Life in such an amount of compensatory and punitive damages as a jury deems reasonable, and may award, plus costs.



CHRISTOPHER E. SANSFREE (SAN048)
Attorney for Plaintiffs

OF COUNSEL:

**BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.**
Post Office Box 4160
Montgomery, Alabama 36103-4160
(334) 269-2343 Telephone
(334) 954-7555 Facsimile

Mr. William B Matthews, Jr.
Matthews & Filmore, L.L.C.
Post Office Box 1145
Ozark, Alabama 36361
(334) 774-8804 telephone

JURY DEMAND

PLAINTIFF RESPECTFULLY DEMANDS TRIAL BY JURY ON ALL ISSUES
OF THIS CAUSE.



OF COUNSEL

DEFENDANTS' EXPERT

January 2004							February 2004						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7	1	2	3	4	5	6	7
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29							29						

Parker, Georgia.

7/24/2006 1:30 PM

February 2004

February 2004							March 2004						
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29							29	30	31				

Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
					February 1
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Parker, George

4

7/24/2006 1:30 PM

D

7/24/2006 1:30 PM

December 2003

December 2003							January 2004						
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Monday	Tuesday	Wednesday	Thursday	Friday	Sat/Sun
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31					

Parker, George

7/24/2006 1:30 PM

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
 Globe Life Center • Oklahoma City, Oklahoma 73184 • (405) 270-1410

RETURN THIS PORTION
 WITH YOUR PAYMENT
 DUE DATE 1-28-04

POLICY NUMBER	INSURED	INS.AMT.	1 MONTH	3 MONTHS	6 MONTHS	12 MONTHS
14J522138	DAVID LURIE	100,000	16.80	49.40	97.00	186.60

LIFE 2E

PLEASE MAKE ANY ADDRESS CHANGES BELOW AND PROVIDE YOUR PHONE NUMBER: _____

14-J522138 A1113
 DAVID LURIE
 4181 COUNTY ROAD 73
 MIDLAND CITY AL 36350-4213

GLOBE LIFE AND ACCIDENT
 INSURANCE COMPANY
 P O BOX 268844
 OKLAHOMA CITY, OK 73126-8844

PLEASE
 DO NOT
 FOLD

0140522138120128040016800049400097000186600001100001

A DETACH HERE A IMPORTANT: RETAIN THIS PORTION FOR YOUR RECORDS

Globe Life And Accident Insurance Company
 Globe Life Center • Oklahoma City, Oklahoma 73184

DUE DATE	POLICY NUMBER	INSURED	1 MONTH	3 MONTHS	6 MONTHS	12 MONTHS
1-28-04	14J522138	DAVID LURIE	16.80	49.40	97.00	186.60

January 16, 2004

Dear David Lurie:

Attached is your premium notice for the premium that is due on January 28, 2004 for your life insurance policy number 14J522138.

Please detach the premium notice and return it with your check or money order in the enclosed envelope.

If the mailing address shown on the notice is not precisely correct or if you will have a new address for future purposes, please make the necessary corrections in the space provided for this purpose.

Anytime we can be of assistance, please call or e-mail us at CS@2701410.com. Thank you for permitting Globe Life to provide your insurance.

Sincerely,

Mark S. McAndrew

Mark S. McAndrew
 Chairman and
 Chief Executive Officer

*received
 after death
 after accepting
 payment.*



LURIE0001

CI 16 R5/02

CHRIS OR KAREN LURIE
DL AL356521 or AL456377
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

950
61-203/621

11/16/04
DATE 1-4-03

PAY TO THE
ORDER OF

Colobe Life
Thirty Three & 00/100 \$ 3360



THOUSAND DOLLARS

The Headland National Bank
Midland City, Alabama 36350

FOR DAVID LURIE POLICY # 14J522138

Karen Lurie
⑆062102030⑆ 01 058 194⑈ 0950 ⑈0000003360⑈

Check should of said '04. My error
Check dated 03 by habit - new year -
Colobe corrected & as you can
see - cashed it - accepted for
the premium due by the
17th of Jan. 2004 -
Karen Lurie

LURIE0003

WILLIAM B. MATTHEWS, JR.
ATTORNEY AT LAW

141 EAST REYNOLDS STREET
P.O. BOX 1145
OZARK, ALABAMA 36361

OZARK OFFICE: 334-774-8804
TOLL FREE: 1-800-627-1631
FAX: 334-445-0830

DOTHAN OFFICE: 334-792-0084
TOLL FREE: 1-877-496-9725
VOICE MAIL: 334-797-8804

January 26, 2004

Globe Life & Accident Insurance Company
Attn: Life Claims
P. O. Box 26400
Oklahoma City, OK 73126

Re: Policy # 14JS22138
David Christopher Lurie

Dear Sirs:

This letter is to inform you that Mr. Lurie was killed in an accident on or about January 6, 2004. Per my telephone conversation with your office, enclosed is a copy of the accident report and death certificate concerning Mr. Lurie. Please send the claim forms to Mr. Lurie's widow, Karen Lurie at 4181 County Road 73, Midland City, Alabama, 36350. I will fax this letter to your office and an original will be mailed to you. Should you have any questions regarding this matter, please direct them to my office.

Trusting this fully advises you with regard to this matter, I remain,

Yours very truly,



William B. Matthews, Jr.
Attorney at Law

WBM,Jr./ds

cc: Karen Lurie

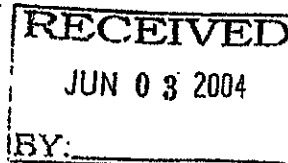
LURIE0004

May 18, 2004



AND ACCIDENT
INSURANCE CO.

William B. Matthews, Jr.
Attorney at Law
PO Box 1145
Ozark AL 36361



RE: Insured: David Lurie
Policy: 14-J522138
DOD: January 6, 2004
Beneficiary: Karen Lurie

Dear Mr. Matthews:

We are in receipt of your correspondence and related claim forms submitted on behalf of David Lurie for the consideration of benefits under the above referenced accidental death insurance policy. Thank you for your assistance in providing us with this information. However, a problem has arisen in our review of this claim and we want to clearly explain our findings to you.

Our records indicate Policy 14-J522138 lapsed due to non-payment of premium on November 28, 2003. The policy does have a 31-day grace period for receiving a premium payment which expired on December 28, 2003. A further review of our records indicates a premium payment in the amount of \$33.60 was received in our office on January 16, 2004. Since this payment was received for processing after the insured's date of death and expiration of the policy's grace period for receiving a premium payment, we are unable to accept this premium. Enclosed, please find a refund of this premium amount payable to the designated beneficiary, Karen Lurie, for the appropriate delivery.

In light of the above findings, a claim under this policy would not be eligible for benefits because the policy was not in force at the time of the insured's death.

Mr. Matthews, we regret we are unable to be of service to you regarding a claim, but trust we have satisfactorily explained the circumstances of the matter. Should you have any questions, please let us know.

Sincerely,

A handwritten signature in cursive script that reads 'S. J. Whitaker'.

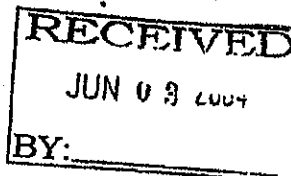
S. J. Whitaker
Life Benefits Division

SJW/mjp
Encl: Refund of Premium Check

20040200

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

GLOBE LIFE CENTER
OKLAHOMA CITY, OK 73184
(405) 270-1410



KAREN LURIE
4181 COUNTY RD 73
MIDLAND CITY AL 36350-4213

014

ATTACHED TO THIS CHECK IS A BREAKDOWN OF THE BENEFITS ON
YOUR POLICY.

AMOUNT	CO	POLICY	CLAIM	INSURED
33.60	14	J522138	02122681	DAVID LURIE

FULL PREMIUM REFUND FROM 01/16/04 TO 01/16/04 33.60

IF WE CAN HELP YOU IN ANY OTHER WAY, PLEASE TELL US.

CL02122681 L

DETACH THIS PORTION AT DOTTED LINE BEFORE DEPOSITING CHECK

00223309

GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY
GLOBE LIFE CENTER
OKLAHOMA CITY, OKLAHOMA 73184

DATE 05/19/04 CHECK NO. 223309
POLICY J522138 CLAIM NO. 02122681
BENEFITS FOR DAVID LURIE
DATE OF LOSS 01/16/04

88-88
1113

PAY EXACTLY \$ *****33.60*

TO THE ORDER OF:

KAREN LURIE
4181 COUNTY RD 73
MIDLAND CITY AL 36350-4213

Mark S. McAndrew
AUTHORIZED SIGNATURE

Collect through
JPMorgan Chase Bank
Houston, Texas
Texas Controllable Disbursements
For Inquiries Call: 800.457-7191

⑈ 223309 ⑈ ⑆ 111300880⑆ ⑈ 06300014274⑈

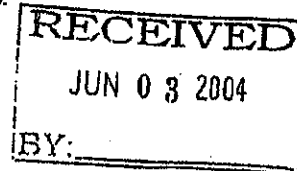
LURIE0006

May 18, 2004



AND ACCIDENT
INSURANCE CO.

William B. Matthews, Jr.
Attorney at Law
PO Box 1145
Ozark AL 36361



RE: Insured: David Lurie
Policy: 14-J522138
DOD: January 6, 2004
Beneficiary: Karen Lurie

Dear Mr. Matthews:

We are in receipt of your correspondence and related claim forms submitted on behalf of David Lurie for the consideration of benefits under the above referenced accidental death insurance policy. Thank you for your assistance in providing us with this information. However, a problem has arisen in our review of this claim and we want to clearly explain our findings to you.

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In light of the above findings, a claim under this policy would not be eligible for benefits because the policy was not in force at the time of the insured's death.

Mr. Matthews, we regret we are unable to be of service to you regarding a claim, but trust we have satisfactorily explained the circumstances of the matter. Should you have any questions, please let us know.

Sincerely,

S. J. Whitaker
Life Benefits Division

SJW/mjp
Encl: Refund of Premium Check

JUN 21 2004 10:02AM WILLIAM HATFIELD 334-440-3330

MC-9007 P. 3

✓ # 350 for 33-60

mailed by me &
paid on 1-5-04
posted on 1-21-04 (cleared) ?



Dear Certificateholder:

I am pleased to enclose your new Globe Accidental Death Insurance certificate. The effective date of this coverage is shown on the attached certificate.

Please read over the terms, coverage and exclusions in this plan. It is a legal contract and should be kept with your other important documents.

We appreciate the opportunity to continue to serve you and your loved ones.

Very truly yours,

Mark McAndrew

Mark McAndrew

14-J522138
David Lurie
4181 County Road 73
Midland City AL 36350

GLOBE LIFE CENTER / OKLAHOMA CITY, OKLAHOMA 73184 1-405-270-1412

LURIE0010

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

The passage of the federal Gramm-Leach-Bliley Act, requires all financial institutions (insurance companies are a part of this group) to provide periodically Privacy Policy Disclosure Information to their customers. The Privacy Policy information shown below explains the information Globe Life And Accident collects and how we use it, as well as how we protect the security and confidentiality of our customer information.

Globe Life And Accident Insurance Company cares about protecting its policyholders' privacy. In the process of providing the products and services you requested, we will collect, use and share certain information you provided. This Privacy Policy explains what information we collect and how we use that information. The policy also explains how we protect the security and confidentiality of your information.

Collection of Information

We collect and retain the information necessary for us to provide the products and services you requested. In that process we may collect non-public information from you as a result of your completion of an insurance application or other forms and information about your transactions and experience with us.

Sharing Information

We may share information with certain non-affiliated companies or individuals, including providers inquiring about benefits, family or legal representatives acting on your behalf, and to comply with legal or regulatory requirements. We may also share information about you with non-affiliated entities that contract with us to perform marketing and administrative services. We may also disclose your information to our affiliated companies.

Internal Protection of Information

We restrict access to non-public personal information about you to those employees who need to know that information to provide the products and services you requested. We maintain physical, electronic and procedural safeguards to comply with federal regulations to guard this information.

Disclosure of Our Privacy Policy

We are sending you this Notice for informational purposes and may amend this policy at any time and will update it as required. We post our current privacy notice at www.globeontheweb.com. No action is necessary if you elect to access this information electronically. In that case, we may refrain from sending you this notice annually. However, if you would prefer to receive the notice by mail, please provide your name, address and policy number to Privacy Policy, P.O. Box 268850, Oklahoma City, OK 73126-8850.

How To Contact Us To Opt-Out

If you prefer that we not share your non-public information with non-affiliated companies or individuals for any purpose other than providing the products and services you requested, please complete the opt-out form provided at www.optoutform.com or, check the box on the form below and return the completed form with your name, address and policy number(s) to Privacy Policy, P.O. Box 268850, Oklahoma City, OK 73126-8850.

IF YOU PREVIOUSLY REQUESTED TO OPT-OUT BY COMPLETING THIS FORM, PLEASE DISREGARD THIS NOTICE.

☐ Opt-Out Request Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Policy Number(s): _____

F3316

LURIE0011

JUN 21 2004 10:02AM WILLIAM MATTHEWS 334-445-0333

NO-8007 P. 6

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184

ACCIDENTAL DEATH INSURANCE CERTIFICATE

Globe Life And Accident Insurance Company certifies that it has issued the Group Policy GLGRFP, and that the person named in the certificate is insured, subject to the terms and conditions of the group policy.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If the Certificate Holder does not want this coverage, the certificate may be returned within 30 days after receiving it. We will then refund all premiums paid and the certificate will never have been in effect.

ACCIDENTAL DEATH BENEFIT

Upon receipt of due proof of the Accidental Death of the Insured while coverage on such Insured is in force, We will pay the Accidental Death Benefit shown in the Certificate Schedule.

CERTIFICATE SCHEDULE

CERTIFICATE NUMBER: 14-J522138
INSURED: David Lurie
ISSUE AGE: 44
HOLDER: GLOBE FAMILY SERVICES TRUST
CERTIFICATE EFFECTIVE DATE: APRIL 28, 2003

ACCIDENTAL DEATH BENEFIT

APRIL 28, 2003 TO APRIL 27, 2029: \$100,000
 APRIL 28, 2029 FORWARD (AFTER AGE 70 ANNIVERSARY DATE): \$50,000

PREMIUMS

PREMIUM PERIOD	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
FIRST MONTH	\$1.00	---	---	---
THEREAFTER	16.80	49.40	97.00	186.60

GLGRFC

Page 1

GLGRFC001

LURIE0012

DEFINITIONS

ACCIDENT: A fortuitous event, unforeseen and unintended.

ACCIDENTAL BODILY INJURY: Unexpected traumatic damage to the Insured's body, of external origin.

ACCIDENTAL DEATH: Death due to Accidental Bodily Injury caused by an Accident occurring while the insurance is in force; the death must occur within 90 days after the date of the Accident, directly and independently of all other causes.

AGE: The age last birthday of the Insured.

BENEFICIARY: A person or entity named, on a form and in a manner approved by Us, to receive insurance benefits.

CERTIFICATE ANNIVERSARY: Shall be determined from the Certificate Effective Date.

EVIDENCE OF INSURABILITY: Satisfactory proof, as determined by Us, that a person is acceptable for insurance.

INSURED: An eligible person who is named in the Certificate Schedule.

HOLDER: The legal entity named as the Holder on the cover page of the group policy.

WE, OUR, US, or COMPANY: Globe Life And Accident Insurance Company at Our Administrative Office in Oklahoma City, Oklahoma.

YOU, YOUR, or YOURS: The person to whom this certificate is issued (Also referred to as the Certificate Holder.)

EXCLUSIONS

This certificate does not cover death caused by:

1. Disease, sickness, bodily or mental infirmity, or medical or surgical treatment of same;
2. Suicide or intentionally self-inflicted bodily injury, while sane or insane (reference to insane not applicable in Missouri);
3. Being under the influence of any drug, narcotic, poison or gas unless taken on the advice of a physician;
4. Service in the military, naval or air services of any country;
5. Participation in any speed contest;
6. Insured's intoxication (blood alcohol level of .10 percent weight by volume or higher);
7. Air travel as a pilot, student pilot or crew member;
8. Committing or attempting to commit an assault or felony;
9. Taking part in a riot, insurrection or terrorist act; or
10. Skydiving, hang gliding or hot air ballooning.

CERTIFICATE HOLDER AND BENEFICIARY PROVISIONS

CERTIFICATE HOLDER: Unless provided otherwise:

- a. The person who completes the enrollment form applying for insurance coverage on an Insured is the Certificate Holder. The Certificate Holder has the right to receive every benefit and exercise every right regarding the insurance under his or her certificate.
- b. If the Certificate Holder dies, all rights will be vested in the Insured.

BENEFICIARY: The Beneficiary shall be as designated on the enrollment form to receive any Accident Death Benefits payable. If there is no Beneficiary living or named, Accidental Death Benefits will be payable to the Certificate Holder. If living; otherwise to the Certificate Holder's estate. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

CHANGE OF BENEFICIARY: Unless You provide otherwise in writing to Us, You may change the Beneficiary during the lifetime of the Insured. Changes must be made by written request filed with Us. The change will take effect on the date the request was received, but it will not apply to payments made by Us before We accept the request in writing. We will have no liability for any action taken by Us before that acceptance.

TERMINATION OF COVERAGE: The coverage of any Insured shall terminate at the end of the Grace Period following any premium due date for which the Insured's required premium has not been paid. Any premium paid for any period after the date coverage terminates will not continue the Insured's coverage in force and will be returned, unless accepted by Us under the Reinstatement provision in the certificate.

PREMIUMS AND REINSTATEMENT

PAYMENT: Each premium is payable in advance at Our Administrative Office.

FREQUENCY: The first premium for each Insured is due on the Certificate Effective Date. Thereafter, each premium is due at the end of the period for which the preceding premium was paid.

DEFAULT: If a premium remains unpaid at the end of the grace period, the Insured's Insurance will terminate.

GRACE PERIOD: A grace period of 31 days will be allowed each Insured for the payment of each premium after the first, during which period his or her insurance shall continue in force.

REINSTATEMENT: Coverage may be reinstated at any time within one year after default in premium payment, if:

- a. The Insured provides Evidence of Insurability satisfactory to Us; and
- b. All overdue premiums are paid.

GENERAL PROVISIONS

PAYMENTS BY THE COMPANY: Payments by the Company are payable from our Administrative Office.

NOTICE OF CLAIM: Written notice of claim must be given within 20 days after Accidental Death or as soon as reasonably possible. Written notice can be given to Us at Our Administrative Office in Oklahoma City, Oklahoma. Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You forms for filing proof of Accidental Death. If these forms are not given to You within 15 days, You will meet proof of Accidental Death requirements by giving Us a written statement of the nature and extent of the Accidental Death within the time limit stated in the Proof of Death provision.

PROOF OF DEATH: Written proof of Accidental Death must be given within 180 days after the Accidental Death of the Insured. If it was not reasonably possible to give written proof in the time required, We may not deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant was legally incapable of doing so.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of Accidental Death, We will pay all benefits then due for such death.

AUTOPSY: We may ask for an autopsy unless prohibited by law. We will pay for the autopsy.

ENTIRE CONTRACT; CHANGES: This certificate, with the group policy, enrollment form and attached papers, if any, is the entire contract between You and Us. No change in this certificate will be effective until approved by Us. This approval must be noted on or attached to this certificate.

MISSTATEMENT OF AGE: If there is a misstatement of age, We will adjust the benefit to reflect the correct age of the Insured.

TIME LIMIT ON CERTAIN DEFENSES: After two years from the Certificate Effective Date, only fraudulent misstatements and non-payment of premiums may be used to void this certificate or deny any claim for Accidental Death incurred after the 2 year period.

LEGAL ACTION: You cannot sue Us for benefits under the group policy sooner than 60 days after We have been provided with written proof of Accidental Death as required. No such action may be brought after 3 years from the time written proof of Accidental Death is required.

CONFORMITY WITH STATE STATUTES: Any provision of this certificate, which, on the Certificate Effective Date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

NONPARTICIPATING: The group policy is nonparticipating and does not share in the profits or surplus of the Company.

NO EFFECT ON WORKER'S COMPENSATION: The group policy does not alter any requirement for coverage by Worker's Compensation Insurance.

04/11/03 04:44 PM WILLIAM MATTHEWS 884-440-0030

NO. 300, P. 2

ENROLLMENT FOR GROUP ACCIDENTAL DEATH BENEFIT INSURANCE
UNDERWRITTEN BY GLOBE LIFE AND ACCIDENT INSURANCE COMPANY * OKLAHOMA CITY, OKLAHOMA

Coverage Amount (check one)

☒ \$100,000☐ Individual Plan☒ Family Plan (Check One)Name David LurieAddress 4181 County Road 73City Midland CityState ALZip 36350Date of Birth 04/24/58Male ☒Female ☐Phone Number (334) 883-3887Name of Beneficiary Karen LurieRelationship Wife

Please enroll the person named above for Accidental Death Coverage. I am enclosing the initial premium and understand the coverage will become effective on the date stated in the Schedule of Benefits on my Certificate. Should the enrollment form be declined, no charges will be incurred.

I also understand that the benefits will decrease by 50% on the Certificate Anniversary following the Insured's 70th birthday with no change in premium.

Signed

David C Lurie

Applicant-Owner Signature

Date

04/11/03

G400

LURIE0015

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184

This Rider amends and is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, exclusions and limitations of the certificate which are not in conflict with this Rider.

Rider Effective Date: APRIL 28, 2003Rider Premium: \$53.40**FAMILY COVERAGE RIDER**

If this is a Family Certificate, the following provisions apply:

DEFINITIONS

DEPENDENT CHILD: Each unmarried Child under 23 years of age who is dependent on the Primary Insured for support and has the same permanent address. Child includes a step-child; a foster child; a legally adopted child; a child legally placed in the Primary Insured's home for adoption; and a child under the Primary Insured's legal guardianship. If this is an individual certificate, You must notify the Company within 60 days after the birth or adoption of a child that You want covered under this certificate so that We can change Your certificate to a Family certificate and arrange for the payment of the appropriate Family premium. A child shall cease being a Dependent Child on the first Certificate Anniversary Date following the earliest of (a) the child's 23rd birthday; (b) the child's marriage or (c) the date the child is no longer dependent on the Primary Insured. However, if a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and if such disability occurred prior to the first Certificate Anniversary following the Dependent Child's 23rd birthday, then the Dependent Child will continue to be covered under this rider for as long as such disability continues. Proof of such incapacity or disability must be furnished upon Our request, but not more often than annually.

SPOUSE: The Primary Insured's legal spouse, while covered under the attached certificate.

FAMILY COVERAGE

The Accidental Death Benefit for the Spouse and any Dependent Child will be equal to a percentage of the Primary Insured's Accidental Death Benefit as of the date of the Accident, based on the Primary Insured's family composition on the date of the Accident, as set forth below:

- A. For the Spouse, the Accidental Death Benefit will be equal to: 60% of the Primary Insured's Accidental Death Benefit if there is no Dependent Child; or 50% of the Primary Insured's Accidental Death Benefit if there is one (or more) Dependent Child(ren).
- B. For each Dependent Child, the Accidental Death Benefit will be equal to: 10% of the Primary Insured's Accidental Death Benefit if there is a Spouse; or 20% of the Primary Insured's Accidental Death Benefit if there is no Spouse.

On the Certificate Anniversary following the Primary Insured's 70th birthday, the Accidental Death Benefit for each Insured will decrease by 50%.

FAMILY COVERAGE EFFECTIVE DATE: Coverage for the Spouse and each Dependent Child begins on the later of: (a) the Certificate Effective Date; (b) the date the Spouse or Dependent Child becomes eligible for coverage under the rider.

TERMINATION OF FAMILY COVERAGE: Coverage for the Spouse and each Dependent Child will end on the earliest of the following:

- A. The date the appropriate premium is not paid when due, subject to the Grace Period provision in the attached certificate;
- B. The date the Individual no longer meets the definition of Spouse or Dependent Child; or
- C. The date the Primary Insured's coverage under this certificate ends.

Upon receiving notification that the Primary Insured is the sole remaining Insured under a Family Certificate, We will change the certificate to an Individual Certificate providing coverage not greater than the prior coverage and arrange for an individual premium. The individual premium will become effective on the premium due date following Our receipt of such notification.

Pamela Hutchinson

Secretary

Mark McAndrew

President

GFAMRN

LURIE0016

JUN-21- 2004 10:06AM WILLIAM MATTHEWS 364-440-0331

NO-3011 P. 12

payment made on Jan. 4 - 33.60 V # 950
mailed on Jan. 5th, 2004

~~Allen~~ Chris was killed on Jan 6th, 2004.

→ Received notice from Globe on Jan.

notice generated on
Jan. 2 but not
postmarked
until Jan 7th.

} Check written
on Jan 4th
mailed out
Jan 5th.
Postmark?

of
around
12th

LURIE0017

WITH YOUR PAYMENT
DUE DATE 11-28-03

LURIE0018

Jul 21 2006 10:01AM

WILLIAM MATTHEWS 334-445-0890

NO 9007 P. 2

792-0084 Will
Phone #

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER • OKLAHOMA CITY, OKLAHOMA 73104



**This is your Globe
Life coverage.
Read carefully.**

14-J522138
David Lurie
4181 County Road 73
Midland City AL 36350

LURIE0019

JAN 21 1054 AM WILLIAM, MA 01901 534-440-1301

10:00 AM

A DETACH HERE A IMPORTANT: RETAIN THIS PORTION FOR YOUR RECORDS

Globe Life And Accident Insurance Company
 Globe Life Center ■ Oklahoma City, Oklahoma 73184

FINAL NOTICE!

DUE DATE	POLICY NUMBER	INSURED	2 MONTHS	3 MONTHS	6 MONTHS	12 MONTHS
11-28-03	14J522138	DAVID LURIE	33.60	49.40	97.00	186.60

January 2, 2004

Dear David Lurie:

Our records show that we have not received the premium that was due on November 28, 2003. That is why we are sending this friendly reminder.

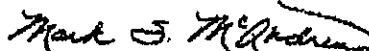
The reasons for starting this plan are the same good reasons for keeping it. Your insurance provides valuable protection and we want to make sure it is there when you need it. If you have already mailed in your payment, please accept our thanks.

If you have not had a chance to do so, please send in your payment along with the attached notice and the benefits of your policy will be reinstated provided the insured is still in good health. We must receive your payment by January 17, 2004.

For your convenience your premiums can be charged to your VISA or MasterCard. To choose this option, please complete the Credit Card Payment Option above, sign it, and return it in the enclosed envelope. We will charge your credit card for the total amount of premium due to keep your policy in force. After that, we will charge your credit card on the due date for the amount shown above.

Anytime we can be of assistance, please call or e-mail us at CS@2701410.com. Thank you for permitting Globe Life to provide your insurance.

Sincerely,



Mark S. McAndrew
 Chairman and
 Chief Executive Officer

F116 R5/02

*Mailed
 JAN. 5th 2004*

*received by
 Globe Jan 16, 04*

LURIE0020


JUN 21 2004 10:05AM WILLIAM MATTHEWS 334-443-6631

NO. 9907 9. 10

L CHRIS OR KAREN LURIE
DL AL3563221 or AL4263777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3087
MIDLAND CITY, AL 36350

DATE 1-4-03 950
61-203/621

PAY TO THE ORDER OF Globe Life 33.60
thirty three & 60/100

 Headland National Bank

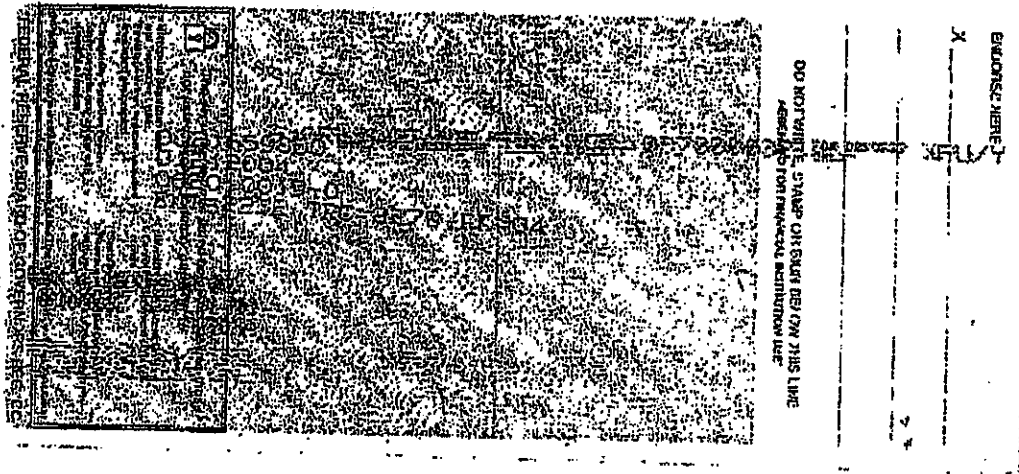
FOR DIVID LURIE DO NOT 14522138 Karen Lurie

⑆062102030⑆ 01 058 194 0950 0000003360

LURIE0021

Jul-21 2004 10:06AM MILLER AR TRENDS 334-449-0310

10-200- F-14



LURIE0022



DATE 03/23/04

862 05

WILLIAM B MATTHEWS JR
ATTORNEY AT LAW
P O BOX 1145
OZARK AL 36361

IN RE:14J522138
DAVID LURIE

DEAR CLAIMANT,

WE APOLOGIZE FOR THE DELAY IN BRINGING THE ABOVE INSURED'S
CLAIM TO A CONCLUSION.

IN ORDER TO EXPEDITE THE PROCESSING OF THIS CLAIM, WE HAVE
ASSIGNED THIS FILE TO AN OUTSIDE FIELD REPRESENTATIVE FOR
HANDLING. THIS INDIVIDUAL WILL BE IN YOUR AREA SHORTLY IN
ORDER TO PERSONALLY OBTAIN THE INFORMATION NEEDED TO EVALUATE
THIS CLAIM.

YOUR PATIENCE AND UNDERSTANDING ARE APPRECIATED.

SINCERELY,

LIFE BENEFITS DIVISION

L82

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
 Globe Life Center • Oklahoma City, Oklahoma 73184 • (405) 270-1410

RETURN THIS PORTION

WITH YOUR PREMIUM

DUE DATE 1-28-04



POLICY NUMBER	INSURED	INS.AMT.	1 MONTH	3 MONTHS	6 MONTHS	12 MONTHS
14J522138	DAVID LURIE	100,000	16.80	49.40	97.00	186.60

LIFE 2E

PLEASE MAKE ANY ADDRESS CHANGES BELOW AND PROVIDE YOUR PHONE NUMBER: _____

14-J522138 A1113
 DAVID LURIE
 4181 COUNTY ROAD 73
 MIDLAND CITY AL 36350-4213

GLOBE LIFE AND ACCIDENT
 INSURANCE COMPANY
 P O BOX 268844
 OKLAHOMA CITY, OK 73126-8844

PLEASE
 DO NOT
 FOLD



0140522138120128040016800049400097000186600001100001

A DETACH HERE A IMPORTANT: RETAIN THIS PORTION FOR YOUR RECORDS

Globe Life And Accident Insurance Company
 Globe Life Center • Oklahoma City, Oklahoma 73184

DUE DATE	POLICY NUMBER	INSURED	1 MONTH	3 MONTHS	6 MONTHS	12 MONTHS
1-28-04	14J522138	DAVID LURIE	16.80	49.40	97.00	186.60

January 16, 2004

Dear David Lurie:

Attached is your premium notice for the premium that is due on January 28, 2004 for your life insurance policy number 14J522138.

Please detach the premium notice and return it with your check or money order in the enclosed envelope.

If the mailing address shown on the notice is not precisely correct or if you will have a new address for future purposes, please make the necessary corrections in the space provided for this purpose.

Anytime we can be of assistance, please call or e-mail us at CS@2701410.com. Thank you for permitting Globe Life to provide your insurance.

Sincerely,

Mark S. McAndrew
 Chairman and
 Chief Executive Officer

LURIE0024

A DETACH HERE A IMPORTANT: RETAIN THIS PORTION FOR YOUR RECORDS.

Globe Life And Accident Insurance Company
 Globe Life Center ■ Oklahoma City, Oklahoma 73184

F I N A L N O T I C E !

DUE DATE	POLICY NUMBER	INSURED	2 MONTHS	3 MONTHS	6 MONTHS	12 MONTHS
11-28-03	14J522138	DAVID LURIE	33.60	49.40	97.00	186.60

January 2, 2004

Dear David Lurie:

Our records show that we have not received the premium that was due on November 28, 2003. That is why we are sending this friendly reminder.

The reasons for starting this plan are the same good reasons for keeping it. Your insurance provides valuable protection and we want to make sure it is there when you need it. If you have already mailed in your payment, please accept our thanks.

If you have not had a chance to do so, please send in your payment along with the attached notice and the benefits of your policy will be reinstated provided the insured is still in good health. We must receive your payment by January 17, 2004.

For your convenience your premiums can be charged to your VISA or MasterCard. To choose this option, please complete the Credit Card Payment Option above, sign it, and return it in the enclosed envelope. We will charge your credit card for the total amount of premium due to keep your policy in force. After that, we will charge your credit card on the due date for the amount shown above.

Anytime we can be of assistance, please call or e-mail us at CS@2701410.com. Thank you for permitting Globe Life to provide your insurance.

Sincerely,

Mark S. McAndrew

Mark S. McAndrew
 Chairman and
 Chief Executive Officer

FILE HERE

LURIE0025

DUE DATE 11-28-03

POLICY NUMBER	INSURED	INS. AMT.	2 MONTHS	3 MONTHS	6 MONTHS	12 MONTHS
14J522138	DAVID LURIE	100,000	33.60	49.40	97.00	186.60

CREDIT CARD PAYMENT OPTION. Charge \$ 16.80 each month to my VISA/MasterCard

[illegible]

CARDHOLDER NAME (PRINT)

CARDHOLDER SIGNATURE

14-J522138 C 185
DAVID LURIE
4181 COUNTY ROAD 73
MIDLAND CITY AL 36350-4213

GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY
P O BOX 268844
OKLAHOMA CITY, OK 73126-8844

DO NOT
REMOVE

11405221381212803001600094000940007000189600001100001

LURIE0026

Policy Number:

CLAIM #

C04012253

STATEMENT OF PHYSICIAN

This statement should be completed by the Family Physician only if any coverage was in effect less than two years prior to the Insured's death.

Full name of deceased?	Name <u>David Christopher Lurie</u> Age <u>45</u>	
How long have you treated the deceased?	<u>Since January 13, 2003</u>	
Were you the deceased's medical attendant or adviser for last illness or infirmity? If so, when and for what disease?	<u>TYPE 1 DIABETES MELLITUS</u>	
When were you first consulted by deceased for the condition which either directly or indirectly caused death?	Date: <u>N/A</u>	By Whom: <u>N/A</u>
Has deceased referred to you by another physician within past two years? If so, name and address of referring physician	Physician Name: <u>C. TED PAULK MD</u> Address: <u>1812 EAST MAIN ST</u> <u>DOTHAN AL 36301</u>	
Did death occur in a hospital or institution? If so, give name and location	<u>N/A</u>	
Was the deceased confined to a hospital during the past 3 years? If so, provide name and address of the hospital	<u>NO</u>	
How long, in your opinion, did deceased suffer from the disease or impairment that resulted in death?	<u>N/A</u>	
What were the contributory causes of death? (Give as many as you can, by dates, and the duration of each.)	Disease or Impairment	Duration
What other disease or impairment has the deceased had, and when?	Disease or Impairment	Duration
	<u>NEUROFIBROMATOSIS</u>	<u>N/A</u>
	<u>HYPERLIPIDEMIA</u>	<u>01/14/03</u>
Names and addresses of all other physicians or other practitioners who, to your knowledge, attended the deceased during the past five years.		
Name	Address	Disease or Impairment
<u>C. TED PAULK MD</u>		<u>PRIMARY CARE PHYSICIAN</u>

AKIN-D. AYODEJI M.D.
Physician's Name (PRINT)
[Signature]
Physician's Signature
1118 ROSS CLARK CIRCLE, #100
Street Address
DOTHAN AL 36301
City State Zip
(334) 794 1148
Phone Number

LURIE0027

EAST ALABAMA MEDICAL CENTER TOXICOLOGY DEPARTMENT
 122 North 20th Street, Opelika, AL 36801-3201, (334)741-8170

Donor Name: TOX, LURIE, DAVID C.
 Date Collected: 01/06/04
 Date Received: 01/09/04
 Date Reported: 01/09/04
 Reason For Testing: POST-ACCID.
 MRO: BANKSTON, EARL (CORONER)
 Client #/SS #: (3065)000-02-6221

Specimen ID #: 0000
 Laboratory Accession No: 04-009-0408
 Client: DALE COUNTY CORONER
 872 COUNTRY CLUB DRIVE
 OZARK AL 363600000
 CONTACT: EARL BANKSTON
 3347744551

FORENSIC DRUG TESTING RESULTS

AMPHETAMINES NEGATIVE
 COCAINE NEGATIVE
 OPIATES NEGATIVE
 PHENCYCLIDINE NEGATIVE
 MARIJUANA NEGATIVE
 BARBITURATES NEGATIVE
 BENZODIAZEPINES NEGATIVE
 METHADONE NEGATIVE
 PROPOXYPHENE NEGATIVE
 SeeTable

FDS9 DRUG CUTOFF CONCENTRATIONS		
DRUG	SCREEN	CONFIRM
AMPHETAMINES	1000 ng/mL	
Amphetamine		500 ng/mL
Methamphetamine		500 ng/mL
MDMA		100 ng/mL
MDA		100 ng/mL
COCAINE	300 ng/mL	
Benzoyllecgonine		150 ng/mL
OPIATES	300 ng/mL	
Codeine		300 ng/mL
Morphine		300 ng/mL
6-acetyl-Morphine		10 ng/mL
Hydrocodone		300 ng/mL
Hydromorphone		300 ng/mL
PHENCYCLIDINE	25 ng/mL	25 ng/mL
MARIJUANA	50 ng/mL	
11-nor-9-carboxy-delta-9-THC		15 ng/mL
BARBITURATES	300 ng/mL	
Butabarbital		150 ng/mL
Butalbital		150 ng/mL
Amobarbital		150 ng/mL
Pentobarbital		150 mg/mL
Secobarbital		150 mg/mL
Phenobarbital		150 mg/mL
BENZODIAZEPINES	300 ng/mL	
Nordiazepam		150 ng/mL
Oxazepam		150 ng/mL
Temazepam		150 ng/mL
Lorazepam		150 ng/mL
Flurazepam metabolite		150 ng/mL
Alprazolam metabolite		75 ng/mL
Triazolam metabolite		75 ng/mL
METHADONE METABOLITE	100 ng/mL	75 ng/mL
PROPOXYPHENE	300 ng/mL	
Propoxyphene metabolite		150 ng/mL

CERT SCIENTIST: ALLEN VALAER

CLAIM #
 CO 4012253

EAST ALABAMA MEDICAL CENTER TOXICOLOGY DEPARTMENT
122 North 20th Street, Opelika, AL 36801-3201, (334)741-8170

Donor Name: TOX, LURIE, DAVID C.
Date Collected: 01/06/04
Date Received: 01/09/04
Date Reported: 01/09/04
Reason For Testing: POST-ACCID.
MRO: BANKSTON, EARL (CORONER)
Client #/SS #: (3065)000-02-6221

Specimen ID #: 0000
Laboratory Accession No: 04-009-0407
Client: DALE COUNTY CORONER
872 COUNTRY CLUB DRIVE
OZARK AL 363600000
CONTACT: EARL BANKSTON
3347744551

FORENSIC DRUG TESTING RESULTS

BLOOD ETHANOL NONE DETECTED
SeeTable

BLOOD ETHANOL INTERPRETATION

ETHANOL
Reporting Limit 0.01 g/dL
Intoxicated(varies by state) 0.08 g/dL
Critical Value >= 0.03 g/dL

CERT SCIENTIST: ALLEN VALAER

*CLAM #
CO 4012253*

District Attorney DAVID EMERY

ALABAMA DEPARTMENT OF FORENSIC SCIENCES

Case No. _____

Coroner EARL BANKSTON

REPORT OF DEATH INVESTIGATION

County DALEDECEDENT DAVID CHRISTOPHER LURIE DOB 4-24-58 A/R/S 45-W-M
First Middle LastAddress 4181 CO. RD. 73 MIDLAND CITY 36350 M W S D
(Number and Street) (City or County) (Zip)Occupation Master Machinist Time Spent _____ Employer _____Next of Kin KAREN KENNEDY LURIE Address/Phone 4181 CO RD 73 MIDLAND CITY, AL. 36350Relationship WIFE Time Notified 9:10 A/m By EARL BANKSTON Funeral Home Southern HeritageDate/Time Pronounced Dead 1-6-04 8:40 A/m Death Certificate DFS Earl Bankston MD/Coroner _____Type of Death Sudden in apparent good health ☒ Violent or Unnatural ☒ In prison, jail or police custody _____
Unattended by physician _____ Suspicious _____ Unusual _____
N/A S H U

	Last Seen Alive Heard	Injury/Illness	Death/Found	DOA	DFS Notified	Police Notified	Vehicle Involved
Date							Driver _____ Passenger _____
Time							Where Seated _____ Pedestrian _____

	Location	City or County	Premises (Home Work Street Etc.)
Injury or Onset of Illness	<u>DALE CO 25</u>	<u>MIDLAND CITY (Dale)</u>	<u>Street.</u>
Death			
Body Found	<u>DALE CO 25</u>	<u>"</u>	<u>"</u>

Medical History (operations, illnesses, alcoholism, drug abuse, suicide attempts, etc.; birth records (infant))

Institution and/or Physician	Address, Phone	Diagnosis

DFS at Scene NO at _____ Hrs. DFS L⁺ _____ Hrs.Photos YES By D.C. Mc Gowan Ast. 38 First Officer at Scer. _____1st Investigator D.C. Mc Gowan Agency Ast. 38 Phone _____2nd Investigator J. ANDERSON Agency Ast. 38 Phone _____

Suspect(s), DOB, A/R/S _____

Witnesses _____ Scene Temp _____ Humidity _____ Weather _____

Resuscitation Attempted NO by EMT _____ ER _____ of _____ Drugs Given _____Person Removing Body from Scene Newton Rescu to CO. May Body now (to be picked up) at _____

Description of Body		Blood	Nose	Mouth	Ears	Rigor	Livor
Clothed <input checked="" type="checkbox"/>	Unclothed _____ Partly Clothed _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Too Soon <input checked="" type="checkbox"/>	None _____
Body Heat _____	Body Position: <u>On Back</u>	Froth _____				Jaw (1+, 2+, 3+) _____	Color _____
R. Side _____	On Front _____	Other (sand, dirt, water, etc.) _____				Neck _____	Anterior _____
Sitting _____	Arms: <u>Flexed</u>					Arms R _____ L _____	Posterior _____
Legs: Straight <u>Flexed</u>	Neck: <u>Flexed</u>	Rectal temperatures at _____ min.				Legs R _____ L _____	Lateral R _____ L _____
Describe: <u>Body had been removed from windshield of van</u>		Intervals _____				Inappropriate _____	Face R _____ L _____
						Passed _____	Inappropriate _____
							Fixed _____

Means/Weapon Revolver Semi-auto Shotgun Rifle Cal./Ga./Make/Model
 Barrel Length _____ How Loaded _____ Shots Fired _____ Ammo Brand _____
 Jacketed _____ Semi-jacketed _____ Plated _____ Bare Lead _____ Knife _____ Blade Length _____ Width (max) _____ Broken _____
 Other Weapon(s) _____ Weapon(s) Found _____ Where _____
 Vehicle (color/year/make/model/damage) See Accident Report
 Form DFS-18 _____ LURIE0030



Dothan Medical Associates, P.C.

1118 ROSS CLARK CIRCLE, SUITE 100
DOTHAN, ALABAMA 36301-3027

AIM 2/27/04

Address Service Requested

Mrs. Karen Julie
4181 County Rd 73
Tallapoosa County, AL 36350

CLAIM #
C04012253

LURIE0031

CLAIM #
Policy Number: C04012253

STATEMENT OF PHYSICIAN

This statement should be completed by the Family Physician only if any coverage was in effect less than two years prior to the insured's death.

Full name of deceased?	Name <u>David Christopher Lurie</u> Age <u>45</u>	
How long have you treated the deceased?	<u>One and Half years 1 1/2</u>	
Were you the deceased's medical attendant or adviser before last illness or infirmity? If so, when and for what disease?	<u>Last visit March 26, 03</u> <u>for Upper Respiratory Inf.</u>	
When were you first consulted by deceased for the condition which either directly or indirectly caused death?	Date: <u>NO</u> By Whom: <u>-</u>	
Was deceased referred to you by another physician within the past two years? If so, name and address of referring physician.	Physician Name: <u>NA</u> Address: <u>NO</u>	
Did death occur in a hospital or institution? If so, give name and location.	<u>NA</u>	
Was the deceased confined to a hospital during the past 3 years? If so, provide name and address of the hospital.	<u>NO</u>	
How long, in your opinion, did deceased suffer from the disease or impairment that resulted in death?	<u>NA</u>	
What were the contributory causes of death? (Give as many as you can, by dates, and the duration of each.)	Disease or Impairment <u>None</u>	Duration <u>0</u>
What other disease or impairment has the deceased suffered, and when?	Disease or Impairment <u>None</u>	Duration <u>0</u>
Give names and addresses of all other physicians or other practitioners who, to your knowledge, attended the deceased during the past five years.		
Name	Address	Disease or Impairment
<u>Dr. Akin O. Ayodeji</u>	<u>Dothan Medical Assoc</u> <u>1118 Ross Creek Rd-Suite 100</u> <u>Dothan, AL 36301</u>	<u>Type 1 DM</u>

DR. C. Ted Paulk M.D.
Physician's Name (PRINT)
C. Ted Paulk
Physician's Signature
1245 Westgate Pkwy
Street Address
Dothan AL 36301
City State Zip
(334) 793-9595
Phone Number

LURIE0032

CLAIM # C04012253

FAMILY PRACTICE CLINIC OF DOTHAN, P.A.
1812 East Main Street
Dothan, Alabama 36301-3000
dba FIRST MED OF DOTHAN
1245 Westgate Parkway
Dothan, Alabama 36303-2151

ADDRESS SERVICE REQUESTED



Karen Lurie
4181 Co Rd 73
Midland City, Al.
36350

36350+0213



LURIE0033

✓ # 350 for 33-60
mailed by me &
paid on 1-5-04 received/accepted 1-16-04
posted on 1-21-04 (cleared?)



Dear Certificateholder:

I am pleased to enclose your new Globe Accidental Death insurance certificate. The effective date of this coverage is shown on the attached certificate.

Please read over the terms, coverage and exclusions in this plan. It is a legal contract and should be kept with your other important documents.

We appreciate the opportunity to continue to serve you and your loved ones.

Very truly yours,

Mark McAndrew

Mark McAndrew

14-J522138
David Lurie
4181 County Road 73
Midland City AL 36350

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER • OKLAHOMA CITY, OKLAHOMA 73184



**This is your Globe
Life coverage.
Read carefully.**

14-J522138
David Lurie
4181 County Road 73
Midland City AL 36350

LURIE0035



GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

The passage of the federal Gramm-Leach-Bliley Act, requires all financial institutions (insurance companies are a part of this group) to provide periodically Privacy Policy Disclosure information to their customers. The Privacy Policy information shown below explains the information Globe Life And Accident collects and how we use it, as well as how we protect the security and confidentiality of our customer information.

Globe Life And Accident Insurance Company cares about protecting its policyholders' privacy. In the process of providing the products and services you requested, we will collect, use and share certain information you provided. This Privacy Policy explains what information we collect and how we use that information. The policy also explains how we protect the security and confidentiality of your information.

Collection of Information

We collect and retain the information necessary for us to provide the products and services you requested. In that process we may collect non-public information from you as a result of your completion of an insurance application or other forms and information about your transactions and experience with us.

Sharing Information

We may share information with certain non-affiliated companies or individuals, including providers inquiring about benefits, family or legal representatives acting on your behalf, and to comply with legal or regulatory requirements. We may also share information about you with non-affiliated entities that contract with us to perform marketing and administrative services. We may also disclose your information to our affiliated companies.

Internal Protection of Information

We restrict access to non-public personal information about you to those employees who need to know that information to provide the products and services you requested. We maintain physical, electronic and procedural safeguards to comply with federal regulations to guard this information.

Disclosure of Our Privacy Policy

We are sending you this Notice for informational purposes and may amend this policy at any time and will update it as required. We post our current privacy notice at www.globeontheweb.com. No action is necessary if you elect to access this information electronically. In that case, we may refrain from sending you this notice annually. However, if you would prefer to receive the notice by mail, please provide your name, address and policy number to Privacy Policy, P.O. Box 268850 Oklahoma City, OK 73126-8850.

How To Contact Us To Opt-Out

If you prefer that we not share your non-public information with non-affiliated companies or individuals for any purpose other than providing the products and services you requested, please complete the opt-out form provided at www.optoutform.com or, check the box on the form below and return the completed form with your name, address and policy number(s) to Privacy Policy, P.O. Box 268850, Oklahoma City, OK 73126-8850.

IF YOU PREVIOUSLY REQUESTED TO OPT-OUT BY COMPLETING THIS FORM, PLEASE DISREGARD THIS NOTICE.

☐ Opt-Out Request

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Policy Number(s): _____

F331

LURIE0036

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184

ACCIDENTAL DEATH INSURANCE CERTIFICATE

Globe Life And Accident Insurance Company certifies that it has issued the Group Policy GLGRFP, and that the person named in the certificate is insured, subject to the terms and conditions of the group policy.

30 DAY RIGHT TO EXAMINE CERTIFICATE

If the Certificate Holder does not want this coverage, the certificate may be returned within 30 days after receiving it. We will then refund all premiums paid and the certificate will never have been in effect.

ACCIDENTAL DEATH BENEFIT

Upon receipt of due proof of the Accidental Death of the Insured while coverage on such Insured is in force, We will pay the Accidental Death Benefit shown in the Certificate Schedule.

CERTIFICATE SCHEDULE

CERTIFICATE NUMBER:	14-J522138
INSURED:	David Lurie
ISSUE AGE:	44
HOLDER:	GLOBE FAMILY SERVICES TRUST
CERTIFICATE EFFECTIVE DATE:	APRIL 28, 2003

ACCIDENTAL DEATH BENEFIT

APRIL 28, 2003 TO APRIL 27, 2029:	\$100,000
APRIL 28, 2029 FORWARD (AFTER AGE 70 ANNIVERSARY DATE):	\$50,000

PREMIUMS

PREMIUM PERIOD	MONTHLY	QUARTERLY	SEMI-ANNUAL	ANNUAL
FIRST MONTH	\$1.00	----	----	----
THEREAFTER	16.80	49.40	97.00	186.60

LURIE0037



DEFINITIONS

ACCIDENT: A fortuitous event, unforeseen and unintended.

ACCIDENTAL BODILY INJURY: Unexpected traumatic damage to the Insured's body, of external origin.

ACCIDENTAL DEATH: Death due to Accidental Bodily Injury caused by an Accident occurring while the insurance is in force; the death must occur within 90 days after the date of the Accident, directly and independently of all other causes.

AGE: The age last birthday of the Insured.

BENEFICIARY: A person or entity named, on a form and in a manner approved by Us, to receive insurance benefits.

CERTIFICATE ANNIVERSARY: Shall be determined from the Certificate Effective Date.

EVIDENCE OF INSURABILITY: Satisfactory proof, as determined by Us, that a person is acceptable for insurance.

INSURED: An eligible person who is named in the Certificate Schedule.

HOLDER: The legal entity named as the Holder on the cover page of the group policy.

WE, OUR, US, or COMPANY: Globe Life And Accident Insurance Company at Our Administrative Office in Oklahoma City, Oklahoma.

YOU, YOUR, or YOURS: The person to whom this certificate is issued (Also referred to as the Certificate Holder.)

EXCLUSIONS

This certificate does not cover death caused by:

1. Disease, sickness, bodily or mental infirmity, or medical or surgical treatment of same;
2. Suicide or intentionally self-inflicted bodily injury, while sane or insane (reference to insane not applicable in Missouri);
3. Being under the influence of any drug, narcotic, poison or gas unless taken on the advice of a physician;
4. Service in the military, naval or air services of any country;
5. Participation in any speed contest;
6. Insured's intoxication (blood alcohol level of .10 percent weight by volume or higher);
7. Air travel as a pilot, student pilot or crew member;
8. Committing or attempting to commit an assault or felony;
9. Taking part in a riot, insurrection or terrorist act; or
10. Skydiving, hang gliding or hot air ballooning

CERTIFICATE HOLDER AND BENEFICIARY PROVISIONS

CERTIFICATE HOLDER: Unless provided otherwise:

- a. The person who completes the enrollment form applying for insurance coverage on an Insured is the Certificate Holder. The Certificate Holder has the right to receive every benefit and exercise every right regarding the insurance under his or her certificate.
- b. If the Certificate Holder dies, all rights will be vested in the Insured.

BENEFICIARY: The Beneficiary shall be as designated on the enrollment form to receive any Accident Death Benefits payable. If there is no Beneficiary living or named, Accidental Death Benefits will be payable to the Certificate Holder, if living; otherwise to the Certificate Holder's estate. Any payment made by Us in good faith will fully discharge Us to the extent of such payment.

CHANGE OF BENEFICIARY: Unless You provide otherwise in writing to Us, You may change the Beneficiary during the lifetime of the Insured. Changes must be made by written request filed with Us. The change will take effect on the date the request was received, but it will not apply to payments made by Us before We accept the request in writing. We will have no liability for any action taken by Us before that acceptance.

TERMINATION OF COVERAGE: The coverage of any Insured shall terminate at the end of the Grace Period following any premium due date for which the Insured's required premium has not been paid. Any premium paid for any period after the date coverage terminates will not continue the Insured's coverage in force and will be returned, unless accepted by Us under the Reinstatement provision in the certificate.

LURIE0038

PREMIUMS AND REINSTATEMENT

PAYMENT: Each premium is payable in advance at Our Administrative Office.

FREQUENCY: The first premium for each Insured is due on the Certificate Effective Date. Thereafter, each premium is due at the end of the period for which the preceding premium was paid.

DEFAULT: If a premium remains unpaid at the end of the grace period, the Insured's insurance will terminate.

GRACE PERIOD: A grace period of 31 days will be allowed each Insured for the payment of each premium after the first, during which period his or her insurance shall continue in force.

REINSTATEMENT: Coverage may be reinstated at any time within one year after default in premium payment, if:

- a. The Insured provides Evidence of Insurability satisfactory to Us; and
- b. All overdue premiums are paid.

GENERAL PROVISIONS

PAYMENTS BY THE COMPANY: Payments by the Company are payable from our Administrative Office.

NOTICE OF CLAIM: Written notice of claim must be given within 20 days after Accidental Death or as soon as reasonably possible. Written notice can be given to Us at Our Administrative Office in Oklahoma City, Oklahoma. Notice should include Your name and Your Certificate Number.

CLAIM FORMS: When We receive the notice of claim, We will send You forms for filing proof of Accidental Death. If these forms are not given to You within 15 days, You will meet proof of Accidental Death requirements by giving Us a written statement of the nature and extent of the Accidental Death within the time limit stated in the Proof of Death provision.

PROOF OF DEATH: Written proof of Accidental Death must be given within 180 days after the Accidental Death of the Insured. If it was not reasonably possible to give written proof in the time required, We may not deny the claim for this reason if the proof is filed as soon as reasonably possible. In any event, the proof required must be given no later than one year from the time specified unless the claimant was legally incapable of doing so.

TIME OF PAYMENT OF CLAIMS: After receiving written proof of Accidental Death, We will pay all benefits then due for such death.

AUTOPSY: We may ask for an autopsy unless prohibited by law. We will pay for the autopsy.

ENTIRE CONTRACT; CHANGES: This certificate, with the group policy, enrollment form and attached papers, if any, is the entire contract between You and Us. No change in this certificate will be effective until approved by Us. This approval must be noted on or attached to this certificate.

MISSTATEMENT OF AGE: If there is a misstatement of age, We will adjust the benefit to reflect the correct age of the Insured.

TIME LIMIT ON CERTAIN DEFENSES: After two years from the Certificate Effective Date, only fraudulent misstatements and non-payment of premiums may be used to void this certificate or deny any claim for Accidental Death incurred after the 2 year period.

LEGAL ACTION: You cannot sue Us for benefits under the group policy sooner than 60 days after We have been provided with written proof of Accidental Death as required. No such action may be brought after 3 years from the time written proof of Accidental Death is required.

CONFORMITY WITH STATE STATUTES: Any provision of this certificate, which, on the Certificate Effective Date, is in conflict with the laws of the state in which You reside on that date is amended to conform to the minimum requirements of such laws.

NONPARTICIPATING: The group policy is nonparticipating and does not share in the profits or surplus of the Company.

NO EFFECT ON WORKER'S COMPENSATION: The group policy does not alter any requirement for coverage by Worker's Compensation Insurance.

3417

**ENROLLMENT FOR GROUP ACCIDENTAL DEATH BENEFIT INSURANCE
UNDERWRITTEN BY GLOBE LIFE AND ACCIDENT INSURANCE COMPANY * OKLAHOMA CITY, OKLAHOMA**

Coverage Amount (check one)

☒ \$100,000

☐ Individual Plan

☒ Family Plan (Check One)

Name David Lurie

Address 4181 County Road 73

City Midland City

State AL **Zip** 36350

Date of Birth 04/24/58

Male ☒

Female ☐

Phone Number (334) 983-3887

Name of Beneficiary Karen Lurie

Relationship Wife

Please enroll the person named above for Accidental Death Coverage. I am enclosing the initial premium and understand the coverage will become effective on the date stated in the Schedule of Benefits on my Certificate. Should the enrollment form be declined, no charges will be incurred.

I also understand that the benefits will decrease by 50% on the Certificate Anniversary following the Insured's 70th birthday with no change in premium.

Signed

David C. Lurie

Date 04/11/03

Applicant-Owner Signature

G400

LURIE0040

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

GLOBE LIFE CENTER * OKLAHOMA CITY, OKLAHOMA 73184

This Rider amends and is made a part of the certificate to which it is attached. It is subject to all provisions, conditions, exclusions and limitations of the certificate which are not in conflict with this Rider.

Rider Effective Date: APRIL 28, 2003

Rider Premium: \$53.40

FAMILY COVERAGE RIDER

If this is a Family Certificate, the following provisions apply:

DEFINITIONS

DEPENDENT CHILD: Each unmarried Child under 23 years of age who is dependent on the Primary Insured for support and has the same permanent address. Child includes a step-child; a foster child; a legally adopted child; a child legally placed in the Primary Insured's home for adoption; and a child under the Primary Insured's legal guardianship. If this is an individual certificate, You must notify the Company within 60 days after the birth or adoption of a child that You want covered under this certificate so that We can change Your certificate to a Family certificate and arrange for the payment of the appropriate Family premium. A child shall cease being a Dependent Child on the first Certificate Anniversary Date following the earliest of (a) the child's 23rd birthday; (b) the child's marriage or (c) the date the child is no longer dependent on the Primary Insured. However, if a dependent child is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and if such disability occurred prior to the first Certificate Anniversary following the Dependent Child's 23rd birthday, then the Dependent Child will continue to be covered under this rider for as long as such disability continues. Proof of such incapacity or disability must be furnished upon Our request, but not more often than annually.

SPOUSE: The Primary Insured's legal spouse, while covered under the attached certificate.

FAMILY COVERAGE

The Accidental Death Benefit for the Spouse and any Dependent Child will be equal to a percentage of the Primary Insured's Accidental Death Benefit as of the date of the Accident, based on the Primary Insured's family composition on the date of the Accident, as set forth below:

- A. For the Spouse, the Accidental Death Benefit will be equal to: 60% of the Primary Insured's Accidental Death Benefit if there is no Dependent Child; or 50% of the Primary Insured's Accidental Death Benefit if there is one (or more) Dependent Child(ren).
- B. For each Dependent Child, the Accidental Death Benefit will be equal to: 10% of the Primary Insured's Accidental Death Benefit if there is a Spouse; or 20% of the Primary Insured's Accidental Death Benefit if there is no Spouse.

On the Certificate Anniversary following the Primary Insured's 70th birthday, the Accidental Death Benefit for each Insured will decrease by 50%.

FAMILY COVERAGE EFFECTIVE DATE: Coverage for the Spouse and each Dependent Child begins on the later of: (a) the Certificate Effective Date; (b) the date the Spouse or Dependent Child becomes eligible for coverage under the rider.

TERMINATION OF FAMILY COVERAGE: Coverage for the Spouse and each Dependent Child will end on the earliest of the following:

- A. The date the appropriate premium is not paid when due, subject to the Grace Period provision in the attached certificate;
- B. The date the individual no longer meets the definition of Spouse or Dependent Child; or
- C. The date the Primary Insured's coverage under this certificate ends.

Upon receiving notification that the Primary Insured is the sole remaining Insured under a Family Certificate, We will change the certificate to an Individual Certificate providing coverage not greater than the prior coverage and arrange for an Individual premium. The Individual premium will become effective on the premium due date following Our receipt of such notification.

Perry M. Hutchison
Secretary

Mark McAndrew
President

GFAMRD

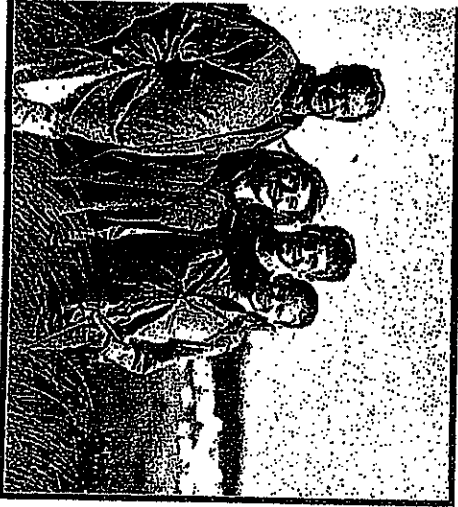
LURIE0041

Expand your coverage with our Family Plan.

you choose the Family Plan, the principal benefit for the spouse and any dependent child will be equal to a percentage of the primary insured's principal benefit as of the time of the accident. This is based on the insured's family composition on the same date. It works like this ..

For the spouse, the principal benefit will be equal to 60% of the primary insured's principal benefit if there is no dependent child; or 50% if there is one or more dependent children.

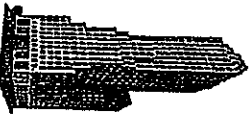
For each dependent child, the principal benefit will be equal to 10% of the primary insured's principal benefit if there is a spouse; or 20% if there is no spouse.



The Power Behind Every Globe Life Plan

Globe Life And Accident Insurance Company has been providing affordable life and health insurance since 1951. Today, Globe has over \$30 billion of life insurance in force and over 1.4 billion in assets. With over 2.5 million policies in force, Globe Life is dedicated to providing the very best policyholder service available.

Globe continues to receive a national rating of an A+ Superior from independent insurance analysts, A.M. Best Company. This rating is the second-highest awarded out of thirteen possible rates based on Globe's financial strength, management skill and integrity.



Globe Life And Accident Insurance Company
Globe Life Center
Oklahoma City, Oklahoma 73104
405-270-1410

F3731 R1/03

Policy Form # GLGRPFC
May not be available in some states.

start out 4/1/03

Accidental Death Protection Plan



Up to
\$250,000
of Added
Financial
Security

LURIE0042

Are You Financially Prepared?

If a fatal accident takes your life or the life of a family member, are you prepared? Death from accidents are sudden and unexpected. They cause tremendous emotional and financial grief for the surviving family members.

Up To \$250,000 Of Added Security

The Accidental Death Protection Plan is an accidental death plan that provides up to \$250,000 for a covered accidental death.

Your coverage is guaranteed, regardless of health or occupation, if you are between the ages of 18 and 69. There are no long forms to fill out and no medical exams are required. Protecting your family is that easy.

Can You Afford To Be Without This Plan?

The premiums are shown below.

Amount Of Coverage*	Monthly Premium	
	Individual Plan	Family Plan
\$50,000	\$ 6.00	\$8.40
\$100,000	12.00	16.80
\$150,000	18.00	25.20
\$200,000	24.00	33.60
\$250,000	30.00	42.00

These affordable premiums are guaranteed to never increase. The benefits are also guaranteed to never be reduced until age 70 - at which time, they are reduced 50%.

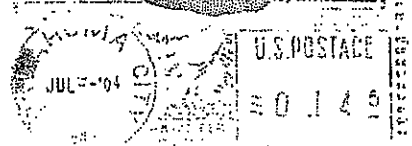
*The coverage amount or principal benefit refers to the Primary Insured's accidental death benefit.

Look At These Facts...

According to the National Safety Council's 2001 Injury Facts, there are some important statistics you should know about:

- One American dies every five minutes as the result of an accident.
- Accidents are the fifth leading cause of death in the United States.
- Accidents are the leading cause of death for people ages 1 to 34.
- One death occurs every 12 minutes as the result of a motor vehicle accident.
- Accidents claim the lives of 11 Americans every hour, every day of the year.

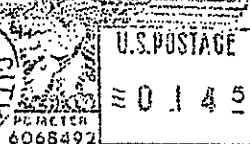
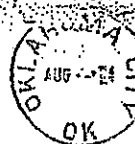
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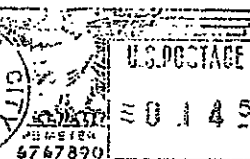
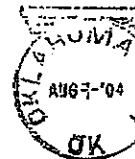
***** AUTOOCR ** R-003
A 85 5517
David Lurie
4181 County Road 73
Midland City AL 36350-4213
|||||

LURIE0046

2000



CLASSIFIED



##BYNMKQK ***AUTO** 3-DIGIT 363
#9721070007462668# A 131 1708
David Lurie
4181 County Road 73
Midland City AL 36350-4213
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LURIE0047

*****AUTO** 3-DIGIT 363
A 115 3827
David Lurie
4181 County Road 73
Midland City AL 36350-4213

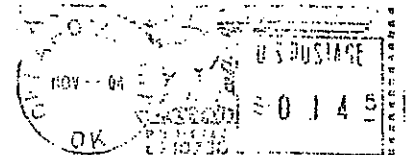
STANDARD

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LURIE0048

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER, OKLAHOMA CITY, OKLAHOMA 73184

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STANDARD



GLOBE LIFE AND ACCIDENT IN

* * * * *

You are one of a select group nationwide
who can take advantage of this
opportunity ... please reply today.

* * * * *

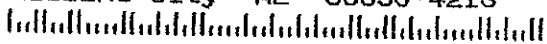
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A 123 5257

David Lurie

4181 County Road 73

Midland City AL 36350-4213



LURIE0050

CHANGE SERVICE REQUESTED

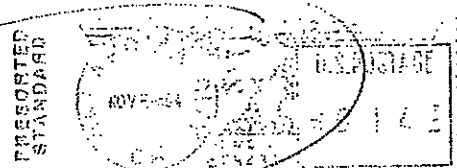


***** AUTOCR ** R-003
A 96 2727
David Lurie
4181 County Road 73
Midland City AL 36350-4213



Globe Life And Accident Insurance Co.
Globe Life Center
Oklahoma City, Oklahoma 73184

example of
Globe correspondence
I am still
receiving.



☒ \$1* begins coverage ☒ No physical exam
☒ Benefits are paid tax-free ☒ No-risk money-back guarantee

*****AUTO** 3-DIGIT 363
A 108 3350
David Lurie
4181 County Road 73
Midland City AL 36350-4213

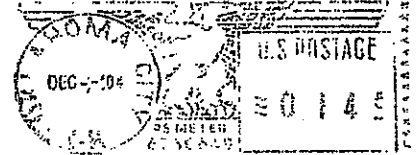
A standard linear barcode representing the address information above it.

LURIE0051

☐ \$5,000, ☐ \$10,000, ☐ \$20,000 or ☐ \$30,000

The Choice Is Yours.

STANDARD
PRACTICES



*****AUTO** 3-DIGIT 363
A 120 5375
David Lurie
4181 County Road 73
Midland City AL 36350-4213

LURIE0052

Globe Life Center
Oklahoma City, OK 73184

IMPORTANT FINANCIAL DOCUMENTS

- ☒ \$1* Application
- ☒ Tax-Free Benefits
- ☒ Money-Back Guarantee
- ☒ Signature Required

Reply within
30 days

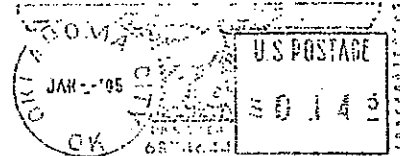
Express
Delivery

*****AUTO** 3-DIGIT 363
W 39 1138

David Lurie
4181 County Road 73
Midland City AL 36350-4213



PRESORTED
STANDARD



YOU'RE INVITED!

*****AUTO** 3-DIGIT 363

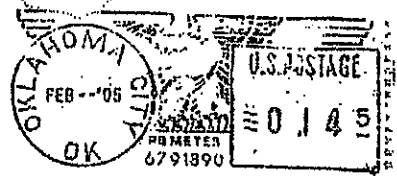
A 109 3337
David Lurie
4181 County Road 73
Midland City AL 36350-4213

LURIE0054



Globe Life And Accident Insurance Co.
Globe Life Center
Oklahoma City, Oklahoma 73184

STANDARD
PRESORTED



*****AUTO** 3-DIGIT 363
A 110 3689
David Lurie
4181 County Road 73
Midland City AL 36350-4213
ll

LURIE0055



Globe Life And Accident Insurance Company
Globe Life Center
Oklahoma City, Oklahoma 73184

***** AUTOCR ** R-003

A 75 4583

David Lurie

4181 County Road 73

Midland City AL 36350-4213

|||||

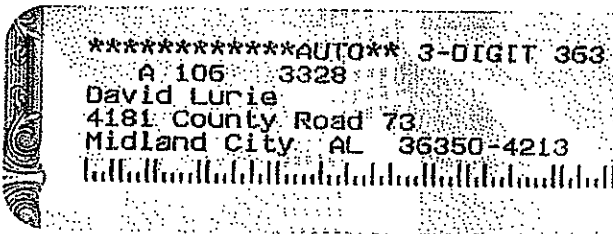
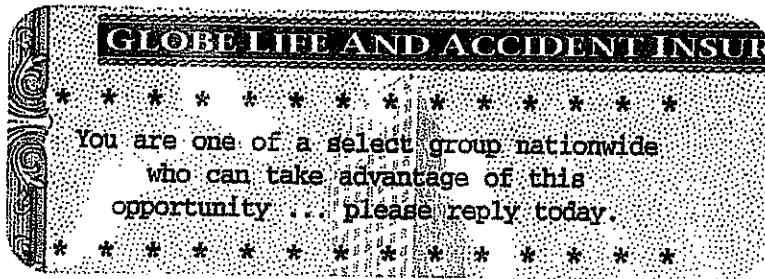
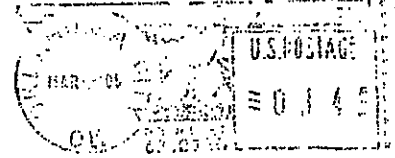
PRESGAYLO
STANLEY



LURIE0056

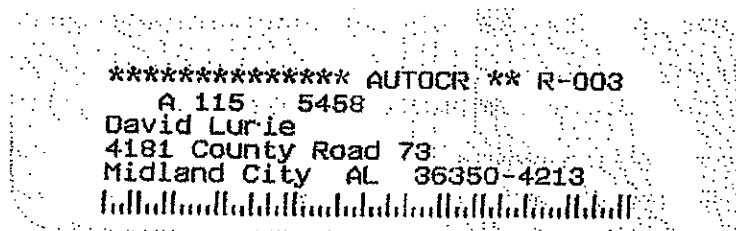
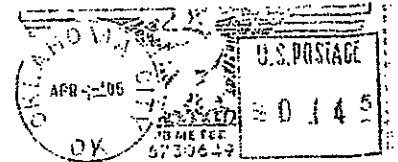
GLOBE LIFE AND ACCIDENT INSURANCE COMPANY
GLOBE LIFE CENTER, OKLAHOMA CITY, OKLAHOMA 73184.

PRESORTED
STANDARD



☐ \$5,000, ☐ \$10,000, ☐ \$20,000 or ☐ \$30,000
The Choice Is Yours.

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STANDARD



LURIE0057

LURIE0058

LURIE0059

LURIE0060



Globe Life And Accident Insurance Co.
Globe Life Center
Oklahoma City, Oklahoma 73184

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STANDARD



U.S. POSTAGE
\$0.145

Now Available... \$30,000 Of Guaranteed Protection!

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A 114 3313

David Lurie

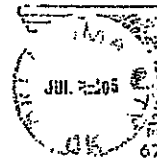
4181 County Road 73

Midland City AL 36350-4213



Globe Life Center
Oklahoma City, OK 73184

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STANDARD



U.S. POSTAGE
\$0.145

IMPORTANT FINANCIAL DOCUMENTS

☒ \$1* Application

☒ Tax-Free Benefits

☒ Money-Back Guarantee

☒ Signature Required

Reply within
30 days

Express
Delivery
U.S. MAIL

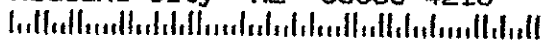
*****AUTO** 3-DIGIT 363

A 113 3045

David Lurie

4181 County Road 73

Midland City AL 36350-4213

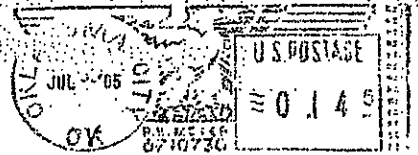


LURIE0061

☐ \$5,000, ☐ \$10,000, ☐ \$20,000 or ☐ \$30,000

The Choice Is Yours.

PRE-SORTED
STANDARD



***** AUTOCR ** R-003

A 126 5453

David Lurie
4181 County Road 73
Midland City AL 36350-4213



06-09-2007



YOU'RE INVITED!

*****AUTO** 3-DIGIT 363

A 113 3347

David Lurie
4181 County Road 73
Midland City AL 36350-4213

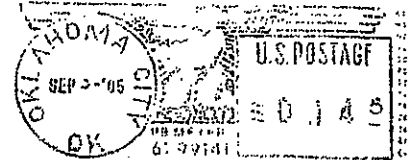
LURIE0062

LURIE0063



Globe Life And Accident Insurance Co.
Globe Life Center
Oklahoma City, Oklahoma 73184

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STANDARD



Now Available ... \$150,000 Of Guaranteed Protection!

Rates as low as \$3.59 per month

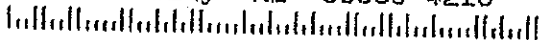
*****AUTO** 3-DIGIT 363

Y 56 1348

David Lurie

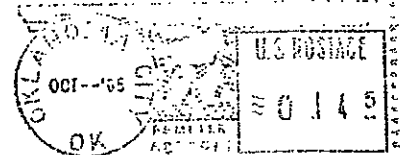
4181 County Road 73

Midland City AL 36350-4213



Globe Life And Accident Insurance Company
Globe Life Center
Oklahoma City, Oklahoma 73184

PRESORTED
STANDARD



David, up to \$150,000 of security is available to you at rates not available to the general public!

☒ \$1* begins coverage

☒ No-risk money-back guarantee

☒ Benefits are paid tax-free

☒ Rates as low as \$3.59 a month

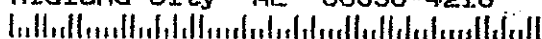
*****AUTO** 3-DIGIT 363

A 99 2502

David Lurie

4181 County Road 73

Midland City AL 36350-4213



LURIE0064

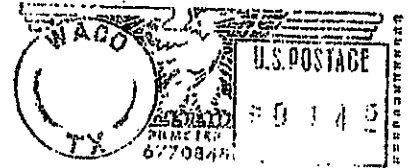
David, because of your association with Globe Life since 1998, you are one of a select group nationwide who can now enroll for up to \$30,000 of guaranteed financial protection at an affordable rate!

A 78 5999
David Lurie
4181 County Road 73
Midland City AL 36350-4213

PRSRT STD
 U.S. POSTAGE
PAID
 OKLA. CITY, OK
 PERMIT 447

LURIE0065

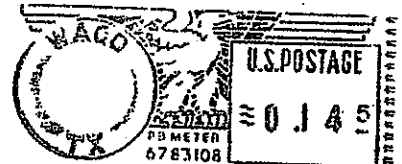
**STANDARD
PRESORTED**



A 110 4337
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213



**PRESORTED
STANDARD**



A 131 8385
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213

LURIE0066



Globe Life And Accident Insurance Company
Globe Life Center
Oklahoma City, Oklahoma 73184

**MILLIONS OF PARENTS AND GRANDPARENTS
CAN'T BE WRONG ... FIND OUT HOW THIS
VALUABLE INFORMATION CAN
BENEFIT YOUR CHILDREN AND GRANDCHILDREN
FOR THE REST OF THEIR LIVES!**

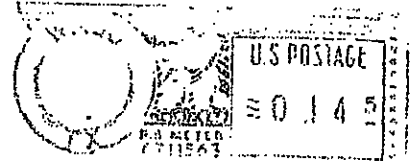
***** AUTOOCR ** R-003
A 140 8599
MR. and MRS. LURIE
4181 County Road 73
Midland City AL 36350-4213



PRRBT STD
U.S. POSTAGE
PAID
WACO, TX
PERMIT 363

LURIE0067

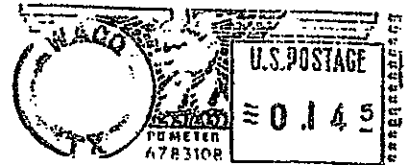
**RESORTE
STAMPADO**



***** AUTOOCR ** R-003
A 115 6207
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213

A barcode consisting of vertical bars of varying heights, used for document tracking or identification.

**PRESCRIBED
STANDARD**



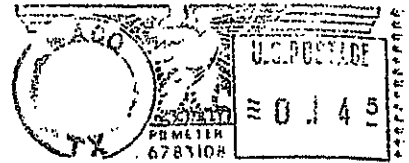
* * * * *

Parents and Grandparents, here is important information for your children or grandchildren that millions of families have responded to ...

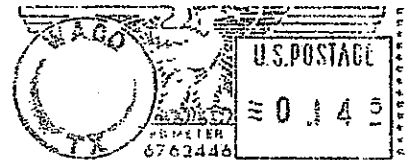
*****AUTO** 3-DIGIT 363
A 111 3301
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213
|||||

LURIE0068

STANDARD
PRESENTED

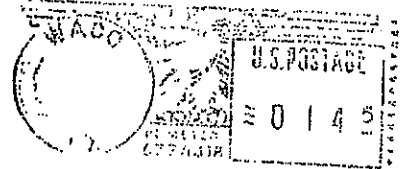


PRESENTED
STANDARD

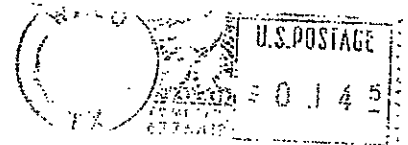


LURIE0069

STAVROS
PRESOTEC



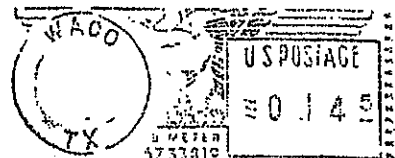
RESORTS
HOTELS



***** AUTOCR ** R-003
A 135 9624
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213

LURIE0070

RESORTED
STANDARD



Parents and Grandparents, here is important information for your children or grandchildren that millions of families have responded to ...

***** AUTOOCR ** R=003
A 101 4232
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213



Globe Life And Accident Insurance Co.
Globe Life Center
Oklahoma City, Oklahoma 73184

PRSRT STD
U.S. POSTAGE
PAID
WACO, TX
PERMIT 363

David, because of your association with Globe Life, up to \$250,000 of valuable coverage is now available to you. Complete details are inside. Please take a few minutes to reply today!

*****AUTO** 3-DIGIT 363

A 123 1490
David Lurie
4181 County Road 73
Midland City AL 36350-4213

10,051

LURIE0071



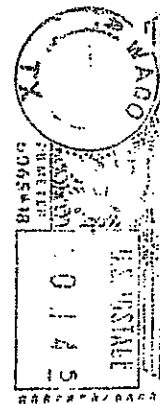
Globe Life And Accident Insurance Company
Globe Life Center
Oklahoma City, Oklahoma 73184

Have you heard?
Find out what millions
of parents and grandparents
have discovered ...

***** AUTOCR ** R-003
A 113 6127
Mr. and Mrs. Lurie
4181. County Road 73
Midland City AL 36350-4213

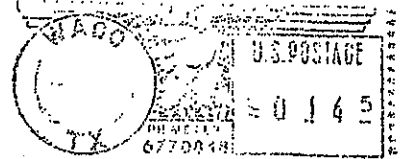
Example of additional
Globe offers
AFTER my
husband's death.
Kary

PRESORTED
STANDARD



LURIE0072

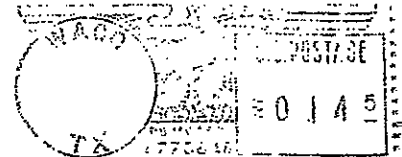
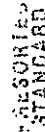
STANDARD PRESS



Parents and Grandparents, here is important information for your children or grandchildren that millions of families have responded to ...

***** AUTOOCR ** R-003
A 104 4190
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213

Young American Plan



Up to \$25,000 of protection is now available for your children or grandchildren. \$1* is all you need to start a lifetime of protection with guaranteed premiums that never increase.

***** AUTOOCR ** R-003
WQX4KL1812 #0000 0380 3325 A 143
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213

|||||

LURIE0073

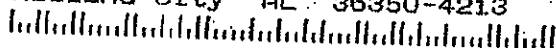


PRST STD
U.S. POSTAGE
PAID
WACO, TX
PERMIT 363

Discover why millions of parents and grandparents have chosen the Young American Plan for their children and grandchildren. It is now available to you with up to \$25,000 of security at rates that are locked in for life!

*****AUTO** 3-DIGIT 363

A 102 598
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213



PRST STD
U.S. POSTAGE
PAID
WACO, TX
PERMIT 363

Discover why millions of parents and grandparents have chosen the Young American Plan for their children and grandchildren. It is now available to you with up to \$25,000 of security at rates that are locked in for life!

***** AUTOCR ** R-003

A 125 2866
Mr. and Mrs. Lurie
4181 County Road 73
Midland City AL 36350-4213

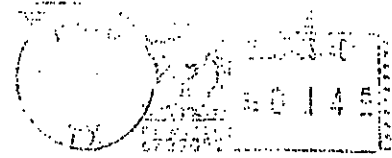


LURIE0074

☐ \$5,000, ☐ \$10,000, ☐ \$20,000 or ☐ \$30,000

The Choice Is Yours.

INSURANCE
STANDARD



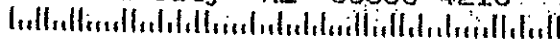
*****AUTO** 3-DIGIT 363

A 117 5101

David Lurie

4181 County Road 73

Midland City AL 36350-4213



Globe Life And Accident Insurance Co.
Globe Life Center
Oklahoma City, Oklahoma 73184

PSRST STD
U.S. POSTAGE
PAID
OKLA. CITY, OK
PERMIT 447

David, because of your association with Globe Life since 1998, you are one of a select group nationwide who can now enroll for up to \$30,000 of guaranteed financial protection at an affordable rate!

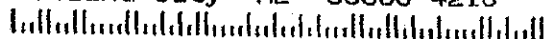
*****AUTO** 3-DIGIT 363

X 68 975

David Lurie

4181 County Road 73

Midland City AL 36350-4213



LURIE0075

WILLIAM B. MATTHEWS, JR.
ATTORNEY AT LAW

141 EAST REYNOLDS STREET
P.O. BOX 1145
OZARK, ALABAMA 36361

OZARK OFFICE: 334-774-8804
TOLL FREE: 1-800-627-1631
FAX: 334-445-0830

DOTHAN OFFICE: 334-792-0084
TOLL FREE: 1-877-496-9725
VOICE MAIL: 334-797-8804

March 2, 2004

L. S. Lawson
Life Benefits Division
Globe Life & Accident Insurance Company
Globe Life Center
Oklahoma City, OK 73184-0001

MAR 08 2004

CLAIMS

Re: 14J522138
David Lurie

Dear Sir:

Enclosed are the doctor's statements you requested as well as the claimants's statement by the beneficiary. Should you need anything further, please contact me at the above address.

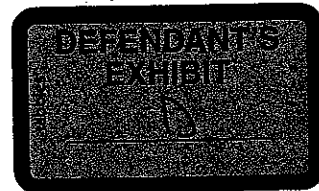
Trusting this fully advises you with regard to this matter, I remain,

Yours very truly,



William B. Matthews, Jr.
Attorney at Law

WBM,Jr./ds



Globe Life/Lurie, Karen
0004

Coverage Amount (check one)

☐ \$50,000 ☒ \$100,000 ☐ \$150,000 ☐ \$200,000 ☐ \$250,000

☐ Individual Plan ☒ Family Plan (check one)

David Lurie
4181 Courthouse Road 73
Midland City AL 36350-4213

Date of Birth 4/24/58 Male ☒ Female ☐

Phone Number (334) 983-3887

Name Of Beneficiary Karen Lurie

Relationship Wife

Please enroll the person named above for Accidental Death Coverage. I am enclosing the initial premium and understand the coverage will become effective on the date stated in the Schedule of Benefits on my Certificate. Should the enrollment form be declined, no charges will be incurred.

I also understand that the benefits will decrease by 50% on the Certificate Anniversary following the Insured's 70th birthday with no change in premium.

Signed David C. Lurie

Date 4-11-03

G400

Applicant Owner Signature

Please see reverse side for three easy payment options

©2001 National Safety Council Injury Facts.

#0700 0680 8649 APC3KL2904

True and exact copy of the record on file with the Dale County Health Department.

Vickie Haynes
Signature of Local Registrar

Jan 16, 2004
Date of Issue

ALABAMA CERTIFICATE OF DEATH

County
File
Number —

State File Number 101

1. DECEASED—NAME First Middle Last (Type last name all capitals) David Christopher LURIE			2. DATE OF DEATH (Month, Day, Year) January 6, 2004		3. COUNTY OF DEATH Dale	
4. CITY, TOWN, OR LOCATION OF DEATH AND ZIP CODE Dothan 36303			5. INSIDE CITY LIMITS (Specify Yes or No) No		6. PLACE OF DEATH—HOSPITAL OR OTHER INSTITUTION—(If not in either, give street and number) Dale County Road 25 (Denton Road)	
7. IF HOSPITAL (Specify Inpatient, ER or Outpatient, UDAY)			8. OF HISPANIC ORIGIN (Specify Yes or No; if Yes, Specify Cuban, Mexican, Puerto Rican, etc.) No		9. RACE—(Specify American Indian, Black, White, etc.) White	
10. SEX Male			11. AGE 45 YRS. 4 MOS. 1 DAY 1 HOUR 1 MIN.		12. DATE OF BIRTH (Month, Day, Year) April 24, 1958	
13. DECEASED'S SOCIAL SECURITY NUMBER 300-58-0271			14. EDUCATION (Specify ONLY highest grade completed below) Elementary or High School (0-12) 2 College (13-16) 2		15. MARITAL STATUS (Specify Married, Never Married, Widowed, Divorced) Married	
16. SURVIVING SPOUSE (If wife, give maiden name) Karen Kennedy			17. Was Decedent ever in Armed Forces (Specify Yes or No) No		18. STATE OF BIRTH (If not in USA, name country) Alabama	
19. RESIDENCE—STATE Alabama			20. COUNTY Dale		21. CITY, TOWN, OR LOCATION AND ZIP CODE Midland City 36350	
22. INSIDE CITY LIMITS (Specify Yes or No) 4181 County Road 73			23. STREET AND NUMBER 4181 County Road 73-Midland City, AL 36350		24. INFORMANT—Name and Address Karen Lurie	
25. USUAL OCCUPATION (Give kind of work done during most of working life even if retired) Master Machinist			26. KIND OF BUSINESS OR INDUSTRY Metal Fabrication		27. MAIDEN NAME OF MOTHER—First Middle Last Beth Glawson	
28. FATHER—NAME First Middle Last Charles Joseph Lurie			29. DATE OF DISPOSITION (Month, Day, Year) January 9, 2004		30. CEMETERY OR CREMATORY—Name Sylvan Grove Methodist Church Cemetery	
31. DISPOSITION OF BODY (Specify Burial, Cremation, Medical Donation, Hospital Disposal, Other) Burial			32. LOCATION—(City or Town—State) Midland City, Alabama		33. FUNERAL HOME—Name and Address 1000 Hobbesville Road, Dothan, AL 36301	
34. FUNERAL DIRECTOR—Signature <i>[Signature]</i>			35. DATE SIGNED BY FUNERAL DIRECTOR 1-15-04		36. CERTIFYING PHYSICIAN (Physician certifying cause of death) "To the best of my knowledge death occurred at the time and date, and due to the cause(s) and manner stated." Medical Examiner—Coroner	
37. TIME AND DATE OF DEATH January 6, 2004 8:40 a.m.			38. DATE AND TIME PRONOUNCED DEAD (For Coroner/M.E. use only) January 6, 2004 8:40 a.m.		39. NAME AND TITLE OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) Earl Bankston Dale County Coroner	
40. ADDRESS OF PERSON WHO COMPLETED CAUSE OF DEATH (Item 46) 872 Country Club Drive, Ozark, Alabama 36360			41. CERTIFIER LICENSE NUMBER		42. DATE FILED (Month, Day, Year) Jan. 16, 2004	
43. REGISTRAR—Signature <i>Vickie Haynes</i>			44. For State or County use only		45. DATE FILED (Month, Day, Year) Jan. 16, 2004	

MEDICAL CERTIFICATION

46. PART I: Enter the diseases, injuries, or complications that caused the death. Do not enter the mode of dying, such as cardiac or respiratory arrest, shock, or heart failure. LIST ONLY ONE CAUSE ON EACH LINE. IMMEDIATE CAUSE (Final disease or condition resulting in death) → a. Blunt force injuries DUE TO (OR AS A CONSEQUENCE OF):			APPROXIMATE INTERVAL BETWEEN ONSET AND DEATH		
b. Motorcycle/Van accident DUE TO (OR AS A CONSEQUENCE OF):			Globe Life/Lurie, Karen 0020		
c. Sequitally list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (Disease or injury that initiated events resulting in death) LAST					
47. PART II: Other significant conditions contributing to death but not resulting in the underlying cause given in Part I.					
48. MANNER OF DEATH (Specify—Accident, Homicide, Suicide, Undetermined Circumstances, Pending Investigation, Natural Cause) Accident			49. AUTOPSY (Specify Yes or No) No		
50. HOW INJURY OCCURRED (Enter nature of injury in Item 46; Part I or Item 47, Part II)			51. If yes, were findings considered in determining cause of death? (Specify Yes or No) No		
52. INJURY AT WORK (Specify Yes or No)			53. DATE OF INJURY (Month, Day, Year)		
54. PLACE OF INJURY—(Specify at home, farm, street, factory, office building, etc.)			55. LOCATION OF INJURY (Street or R.F.D. No., City or Town, State)		

This is a legal record and must be filed within five (5) days after death.

GLOBE LIFE AND ACCIDENT INSURANCE COMPANY

For your protection, laws in certain jurisdictions require the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment or a loss is guilty of a crime and may be subject to fines and imprisonment in state prison.

INSTRUCTIONS FOR FILING A DEATH CLAIM

1. Beneficiary must complete and sign Part A.
2. Submit this form with a certified Death Certificate and other information indicated.
3. If the policy was in effect less than two years, complete Part B at the bottom of this page and have the family physician complete the enclosed Physician's Statement.

PART A

Deceased's Name in Full: David Lurie
(List any other names by which the deceased may have been known such as maiden name, hyphenated name, nick name, alias, or derivative forms of first and/or middle name.)

List all policy numbers: 14J522138

Claimant's Signature: Karen Lurie Age 42 Relationship To Deceased: wife

Date: 2-18-04 Social Security Number: 255-23-3920

Claimant's Signature: _____ Age _____ Relationship To Deceased: _____

Date: _____ Social Security Number: _____

Address Correspondence and Benefits to: 4181 County Rd. 73, Midland City, AL. 36350
Street City State Zip Code

PART B

MEDICAL STATEMENT

You should complete this Statement only if any coverage was in effect less than two years prior to the insured's death.

NAMES AND ADDRESSES OF ALL PHYSICIANS/HOSPITALS WHO TREATED THE DECEASED IN THE PAST 5 YEARS.

Name	Address	Date	Reason
N/A			

The family physician most familiar with the medical history should complete the enclosed Statement of Physician.

(Sign and date Authorization on back of form.)

Globe Life/Lurie, Karen
0021

ment should be

areas

Authority to Release Protected Health Information:

I hereby authorize any physician, health care professional, hospital, clinic, laboratory, pharmacist, medical facility, or other health care provider that has provided payment, treatment, or services on the insured's behalf, to release the medical records indicated below to Globe Life And Accident Insurance Company.

Information To Be Released:

Medical Records from (date) _____ to (date) _____

Type of Information to be released:

<input type="checkbox"/>	Complete Medical Records for above period.	X	Consultation Reports.
X	History, Physical & Discharge Summaries.	X	X-ray Reports (including CT scan, MRI, etc.)
X	Laboratory and/or Pathology test results.	X	Progress Notes.
<input type="checkbox"/>	Diagnosis (ICD-9) and Treatment (CPT) codes.	<input type="checkbox"/>	Nursing Notes.
<input type="checkbox"/>	Itemized bill for dates specified.	<input type="checkbox"/>	Complete Billing record.

____ Other (Specify): _____

Purpose of the Requested Disclosure of Protected Health Information:

I authorize the release of the above referenced Personal Health Information and any other protected health information to Globe Life And Accident Insurance Company for the purpose of determining the eligibility of or administration of claims. This includes information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases. This also includes information on the diagnosis and treatment of mental illness and the use of alcohol and drugs. I understand that any information disclosed pursuant to this authorization may be redisclosed and no longer covered by federal rules governing privacy and confidentiality of health information. This authorization shall remain in force 30 months following the date of my signature below, and a copy of this authorization is as valid as the original. I understand that I have the right to revoke this authorization at any time in writing.

David Lurie

Name of Insured

Karen Lurie - wife

Signature of Insured/Patient/Beneficiary or Personal Legal Representative

wife

Relationship to Patient

14J522138

Policy Number

2/18/04

Date

Globe Life/Lurie, Karen
0022

STATEMENT OF PHYSICIAN

This statement should be completed by the Family Physician only if any coverage was in effect less than two years prior to the Insured's death.

Full name of deceased?	Name <u>David Christopher Lurie</u> Age <u>45</u>	
How long have you treated the deceased?	<u>one and half years 1 1/2</u>	
Were you the deceased's medical attendant or adviser before last illness or infirmity? If so, when and for what disease?	<u>Last visit March 26, 03</u> <u>for Upper Respiratory Inf.</u>	
When were you first consulted by deceased for the condition which either directly or indirectly caused death?	Date: <u>NO</u> By Whom: <u>-</u>	
Was deceased referred to you by another physician within the past two years? If so, name and address of referring physician.	Physician Name: <u>NA</u> <u>NO</u> Address: <u>NA</u>	
Did death occur in a hospital or institution? If so, give name and location.	<u>NA</u>	
Was the deceased confined to a hospital during the past 3 years? If so, provide name and address of the hospital.	<u>NO</u>	
When, in your opinion, did deceased suffer from the disease or impairment that resulted in death?	<u>NA</u>	
What were the contributory causes of death? (Give as many as you can, by dates, and the duration of each.)	Disease or Impairment <u>None</u>	Duration <u>0</u>
What other disease or impairment has the deceased suffered, and when?	Disease or Impairment <u>None</u>	Duration <u>0</u>
Give names and addresses of all other physicians or other practitioners who, to your knowledge, attended the deceased during the past five years.		

Name	Address	Disease or Impairment
Dr. AKIN O. Ayodeji	Dothan Medical Assoc 1118 Ross Clark Ave-Suite 100 Dothan, AL 36301	Type 1 DM

DR. C. Ted Pauk M.D.
Physician's Name (PRINT)
✓ C. Ted Pauk
Physician's Signature
1245 Westgate Pkwy
Street Address
Dothan AL 36301
City State Zip
(334) 793-9595
Phone Number

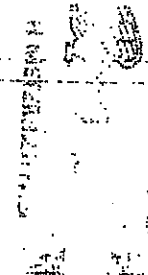


Dothan Medical Associates, P.C.

1118 ROSS CLARK CIRCLE, SUITE 100
DOTHAN, ALABAMA 36301-3027

Address Service Requested

AIR 2/27/04



FAMILY PRACTICE CLINIC OF DOTHAN, P.A.

1812 East Main Street

Dothan, Alabama 36301-3000

dba FIRST MED OF DOTHAN

1245 Westgate Parkway

Dothan, Alabama 36303-2151

ADDRESS SERVICE REQUESTED

*Also Karen Julie
4181 County Rd 73
Midland City, AL 36350*



Karen Julie

4181 Co Rd 73

Midland City, AL

36350

Beasley, Allen, Crow, Methvin, Portis & Miles, P.C.

JERE LOCKE BEASLEY
J. GREG ALLEN
MICHAEL J. CROW
THOMAS J. METHVIN
COLE PORTIS
W. DANIEL MILES, III
R. GRAHAM ESDALE, JR.
JULIA ANNE BEASLEY
RHON E. JONES
LABARRON N. BOONE
ANDY D. BIRCHFIELD, JR.
RICHARD D. MORRISON
C. GIBSON VANCE
J. P. SAWYER
C. LANCE GOULD
JOSEPH H. AUGHTMAN

DANA G. TAUNTON
J. MARK ENGLEHART
CLINTON C. CARTER
BENJAMIN E. BAKER, JR.
DAVID B. BYRNE, III
TED G. MEADOWS
GERALD B. TAYLOR, JR.
FRANK WOODSON
KENDALL C. DUNSON
J. PAUL SIZEMORE
SCARLETTE M. TULEY
CHRISTOPHER E. SANSPREE
ROMAN ASHLEY SHAUL
W. ROGER SMITH, III
P. LEIGH O'DELL
D. MICHAEL ANDREWS

Attorneys at Law
218 COMMERCE STREET
POST OFFICE BOX 4160
MONTGOMERY, ALABAMA
36103-4160
(334) 269-2343

TOLL FREE
(800) 898-2034

TELECOPIER
(334) 954-7555

BEASLEYALLEN.COM

April 10, 2006

LARRY A. GOLSTON, JR.
MELISSA A. PRICKETT
JOHN E. TOMLINSON
KIMBERLY R. WARD
NAVAN WARD, JR.
WESLEY CHADWICK COOK
WILLIAM H. ROBERTSON, V

OF COUNSEL:
BENJAMIN L. LOCKLAR

ALSO ADMITTED IN ARIZONA
ALSO ADMITTED IN ARKANSAS
ALSO ADMITTED IN FLORIDA
ALSO ADMITTED IN GEORGIA
ALSO ADMITTED IN KENTUCKY
ALSO ADMITTED IN LOUISIANA
ALSO ADMITTED IN MINNESOTA
ALSO ADMITTED IN MISSISSIPPI
ALSO ADMITTED IN MISSOURI
ALSO ADMITTED IN NEW YORK
ALSO ADMITTED IN OHIO
ALSO ADMITTED IN OKLAHOMA
ALSO ADMITTED IN SOUTH CAROLINA
ALSO ADMITTED IN TENNESSEE
ALSO ADMITTED IN TEXAS
ALSO ADMITTED IN WASHINGTON, D.C.
ALSO ADMITTED IN WEST VIRGINIA

JAMES W. TRAERGER
1953-1987

RONALD AUSTIN CANTY
1963-2004

VIA U.S. MAIL

Robert E. Poundstone IV
Bradley Arant Rose & White, LLP
The Alabama Center for Commerce
401 Adams Avenue, Suite 780
Montgomery, Alabama 36104

Re: Karen Lurie v. Globe Life & Accident Insurance Company, et al.,

Dear Mr. Poundstone:

Enclosed, please find Plaintiffs Response to Defendants Interrogatories, Request for Production and Request for Admissions. Feel free to call me if you should have any questions regarding the above.

Sincerely,

**BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.**

Bilinda Hines

Bilinda Hines
Legal Assistant to Christopher E. Sanspree

bff

cc: William B. Matthews



**IN THE UNITED STATES DISTRICT COURT FOR
THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

KAREN LURIE,

Plaintiff,

v.

**GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY, et al.,**

Defendant,

*
*
*
*
*
*
*
*
*

Case No. 1:06-cv-0034MEF

**PLAINTIFFS RESPONSE TO DEFENDANTS INTERROGATORIES AND
REQUEST FOR PRODUCTION**

COMES NOW, the Plaintiff, and hereby responds to Defendant Globe Life and Accident's First Interrogatories and Request for Production as follows:

1. Please state you full, name, age, date of birth, social security number, residence address, name of employer, and business address.

**RESPONSE: Karen Britton
4181 County Road 73
Midland City, Alabama 36350
DOB: 11-9-1961; 44 years old
SSN: 255-23-3920**

2. State the name, address, and telephone number of each person which has knowledge of any of the allegations contained in the Complaint.

RESPONSE: The Defendant and the Defendant's employee that denied the Plaintiff's claim for benefits. Philip Christopher Lurie, who lives in Dothan, Alabama. Karen & Michael Britton (current spouse) - 4181 County Road 73 Midland City, Alabama 36350.

3. Identify by name, address and telephone number each and every person whom you believe may have discoverable information relating to the issues surrounding the

claims by Plaintiff in this lawsuit and provide a summary of the extent of the knowledge provided by each person identified.

RESPONSE: Plaintiff – Karen Lurie Britton, Plaintiffs son – Chris Lurie, Plaintiffs spouse – Michael Britton, Defendants – Globe Life

4. With regard to any and all persons whom you expect to call or may call as an expert witness upon the trial of this case, please state for each:

- a. his/her full name, address and current telephone number;
- b. the specific subject matter on which you expect such expert to testify;
- c. the substance of the facts, opinions and/or conclusions to which you expect the expert to testify;
- d. a summary of the factual basis for each such opinion or conclusion;
- e. whether each person has prepared or provided you with a written or recorded statement or report concerning his/her investigation, and if so, the name and address of all persons who have a copy of each such report or statement.

RESPONSE: None at this point. However, all expert witnesses intended for use at trial will be exchanged in accordance with the scheduling order entered by the Court and in accordance with the Federal Rules of Civil Procedure.

5. Please state each and every fact upon which you contend that Globe acted in bad faith in failing and refusing to pay your claim for accidental death benefits.

RESPONSE: Defendant Globe Life intentionally created its own reason to deny the Plaintiff's claim for benefits after investigating the same by subsequently returning the Plaintiff's premium payment for coverage after it had already accepted by Globe Life and deposited into its account.

6. Please state each and every fact upon which you contend that accidental death benefits exist under a policy issued by Globe for your claim in this issue.

RESPONSE: It says so in the policy.

7. Please state each and every fact concerning your allegations that Globe has committed a breach of contract.

RESPONSE: The Defendant did not pay the benefits owed.

8. Please state the names of all persons, as completely as possible, who either saw or have knowledge of each and every event set forth in your Complaint, including in your answer a specific and thorough description of what knowledge the particular individual has. If for some reason you do not know the name of a person who may fit within this category, then please state do and describe that as completely as possible, stating age, sex, race, height, weight, hair color, any other distinguishing characteristic, and position or job held.

RESPONSE: See response to Interrogatory number two (2) above.

9. Give the name and address of each doctor, hospital, pharmacist, medical provider or health care provider that provided you with medical treatment for the emotional distress alleged in your complaint.

RESPONSE: First Med - Dr. Cook, Dr. Faulk, Westgate Parkway, Dothan, Alabama

Plaintiff also states that the director of the funeral home referred her to a grief counselor. He gave her a number to call and speak with someone. This was only over the phone. She also states that she relied on her family members and close friends to help her through such a difficult time.

10. Give the name, address and place of employment of each person whom you propose to call or may call as a witness at the trial of this case, stating for each such person the question or issue you propose to call or may call each witness listed and substance of the testimony you expect to be given by each witness listed.

RESPONSE: As of the time of the answering of these interrogatories, just the individuals and entities listed above. However, all witnesses intended for use at trial will be exchanged in accordance with the scheduling order entered by the Court and in accordance with the Alabama Rules of Civil Procedure.

11. State the name and address of each and every person, or agency to whom you have given a statement (oral or written) with respect to the events described in your Complaint. If you have given a written statement, attach a copy of the same.

RESPONSE: Plaintiff states that she has never given a statement in this matter other than to her attorneys, which is privileged.

12. State whether you or anyone acting on your behalf has obtained a written or oral statement concerning any of the events described in the Complaint, and, if so, state the name and address of each and every person from whom the statement was taken, the date each such statement was taken, the name and address of the person who obtained each such statement, whether a transcript or written record of each such statement exists, who has possession of such transcript or written record (if no such transcript or written record exists, describe the contents of each such statement), and, if written, attach a copy of same.

RESPONSE: See response to Interrogatory number eleven (11) above. Plaintiff further states that she is unaware of anyone else acting on her behalf that has ever given a statement.

13. Identify each item of compensatory damage you claim against Globe, provide the amount of the damage claimed, and describe fully the manner in which such item of damage was the proximate result of Globe's alleged wrongful conduct.

RESPONSE: Obviously, Plaintiff is seeking breach of contract damages totaling the amount of benefits owed. Plaintiff is also seeking mental anguish and emotional distress damages that are properly left for the jury to calculate. In addition, Plaintiff is seeking punitive damages for bad faith. This amount is also properly left for the jury to calculate.

14. Do you acknowledge that the premium which was due on policy 14-J522138 on November 28, 2003, was not paid until after the death of David Christopher Lurie? If you disagree, please state your basis for disagreement.

RESPONSE: No. It was paid on January 5, 2004.

15. Do you dispute that Globe policy number 14-J522138 lapsed prior to David Christopher Lurie's death? If you do, please explain every basis for your contention.

RESPONSE: Yes. I paid the premium payment amount requested for coverage, Globe Life accepted the premium in exchange for coverage and deposited the check into its account.

REQUEST FOR PRODUCTION

1. Any and all documents and things, including but not limited to internal memorandum, letters, insurance policies, notes, and electronic communications, relating in any way to the claims for accidental death benefits made by Plaintiff.

RESPONSE: All documents in Plaintiff's possession responsive to this request will be produced.

2. Any and all documents or notes relating to Plaintiff's claims for accidental death benefits.

RESPONSE: All documents in Plaintiff's possession responsive to this request will be produced.

3. A copy of any and all insurance policies that have ever been issued by Globe to Karen Lurie and/or David Lurie.

RESPONSE: Plaintiff states that she has been issued other policies from Globe Life but they are not in her possession.

4. Any and all documents related in any way to correspondence between you or any of your representatives and any employees or representative of Globe. This request

includes, but is not limited to, any correspondence between any attorney for the above mentioned individuals.

RESPONSE: All documents in Plaintiffs possession responsive to this request will be produced.

5. Any and all documents concerning any investigation of your claims in this lawsuit and/or the accident that allegedly caused the death of David Lurie.

RESPONSE: All documents in Plaintiffs possession responsive to this request will be produced.

6. Copies of any and all documents which, in any way, support or relate to your responses to his Defendant's interrogatories.

RESPONSE: All documents in Plaintiffs possession responsive to this request will be produced.

7. A copy of any and all documents in your possession that relate in any way to Globe and /or the claim that is the subject of this lawsuit.

RESPONSE: All documents in Plaintiffs possession responsive to this request will be produced.

8. Please provide a copy of any and all statements from any witness to the accident which allegedly caused David Lurie's death.

RESPONSE: These documents are not in Plaintiffs possession.

9. Please provide a copy of any and all documents evidencing or relating to investigations that you or any of your representatives have made into the claim that is the subject of this lawsuit and/or the death of David Lurie.

RESPONSE: All documents Plaintiffs possession responsive to this request will be produced.

10. Produce the original of each and every document received by the Plaintiff from Defendant Globe or any of its agents, employees, or representatives concerning the

events referenced in the Complaint, including but not limited to sales brochures, marketing materials, correspondence, contracts, payment notices, and reports of any kind.

RESPONSE: Copies of all documents in Plaintiffs possession will be produced.

11. Produce copies of each and every documents evidencing payment made by you or someone else on the Globe policy referenced in the Complaint, including but not limited to, credit card statements, receipts, bank statements, checks or other records.

RESPONSE: All documents Plaintiffs possession responsive to this request will be produced.

12. Produce copies of any and all written statements obtained by the Plaintiff, Plaintiff's attorneys, or anyone acting on behalf of the Plaintiff from current or former employees or current or former employees.

RESPONSE: There are no such documents.

13. Produce copies of any and all tape recorded statements, including transcriptions or the tape recorded statements, obtained by the Plaintiff, Plaintiff's attorneys, or anyone acting on behalf of the Plaintiff of any current or former employee or any current or former customer of Globe.

RESPONSE: There are no such documents.

14. Produce the curriculum vitae of any expert witness identified in the Plaintiffs interrogatory answers.

RESPONSE: Please see response to Interrogatory number 4.

15. All correspondence either sent by you or your agents (including you attorneys) or received by you or your agents (including your attorneys) regarding any insurance policy issued to you and/or David Lurie by Globe or any claims that has been made on any such policy

RESPONSE: All documents in Plaintiffs possession will be produced.

16. Copies of all documents of any kind which relate, pertain, or refer to expenses or damages of any kind whatsoever which you contend were incurred as a result of the claims made the basis of your complaint.

RESPONSE: All documents in Plaintiffs possession will be produced.

17. Please identify and produce each and every document which you allege substantiates any claim or contention in your Complaint, including those on which you intend to rely at trial.

RESPONSE: All documents in Plaintiffs possession will be produced.

18. Please identify and produce a copy of each and every communication whatsoever between you and any physician, hospital, or other medical provider of any kind, who treated you for the emotional distress referenced in the Complaint, and/or any and all documents relating in any way to any such treatment, including but not limited to all medical reports, notes, discharge summaries, memoranda, and/or disability evaluations.

RESPONSE: All documents in Plaintiffs possession will be produced.

19. Produce a copy of each and every claim for insurance benefits that you have ever submitted to Globe.

RESPONSE: All documents in Plaintiffs possession will be produced.

20. All documents or records which purport to be generated by or on behalf of Globe which you, your counsel, or anyone acting on your behalf have obtained from any source other than through discovery in this case.

RESPONSE: All documents in Plaintiffs possession will be produced.

21. All calendars, notes, telephone notes, memoranda, messages, recordings, diaries, or other documents which evidence or relate to times and dates of events made the basis of or relating to this lawsuit in any way.

RESPONSE: All documents Plaintiffs possession responsive to this request will be produced.

22. Produce all documents that relate to, pertain to, otherwise support or refute in any way your claims in this litigation.

RESPONSE: All documents Plaintiffs possession responsive to this request will be produced.

23. Produce documents which evidence, relate to or otherwise pertain to conversations or other communications with, or statements by Globe or any of its representatives, relating to any manner to any alleged wrong committed against you, or to any and all other matter encompassed by the Complaint or other pleadings herein.

RESPONSE: All documents Plaintiffs possession responsive to this request will be produced.

24. Any and all documents which constitute, relate to, or in any manner pertain to notes or other writings made by you for you use that relate in any manner to any alleged wrong committed against you, or to any and all matters encompassed by the Complaint or other pleadings herein.

RESPONSE: All documents in Plaintiffs possession will be produced.

25. Any and all documents that pertain to the transaction or transactions in which you and/or David Lurie obtained the policy that is the subject of this lawsuit.

RESPONSE: All documents in Plaintiffs possession will be produced.



KAREN LURIE (BRITTON)

STATE OF ALABAMA)

COUNTY OF)

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that Karen Lurie Britton, whose name is signed to the foregoing, and who is known to me and who being by me first duly sworn, acknowledged before me on this day that being informed of the contents of the said document, she executed the same voluntarily on the day the same bears date.

SWORN to and SUBSCRIBED before me this the 7th day of April, 2006.


NOTARY PUBLIC
My Commission Expires: 6-2-08



CHRISTOPHER E. SANSPREE
Attorney for the Plaintiff

OF COUNSEL:

**BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.**
Post Office Box 4160
Montgomery, Alabama 36103-4160
(334) 269-2343 Telephone/(334) 954-7555 Facsimile

Mr. William B Matthews, Jr.
Matthews & Filmore, L.L.C.
Post Office Box 1145
Ozark, Alabama 36361
(334) 774-8804 telephone

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing document upon all counsel of record as listed below by placing a copy of the same in the United States Mail, first class, postage prepaid on this the 10th day of April, 2006.



OF COUNSEL

Robert E. Poundstone IV
Bradley Arant Rose & White, LLP
The Alabama Center for Commerce
401 Adams Avenue, Suite 780
Montgomery, Alabama 36104
(334) 956-7700
(334) 956-7701 fax

IN THE UNITED STATES DISTRICT COURT FOR
THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

KAREN LURIE,

Plaintiff,

v.

GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY, et al.,

Defendant,

*
*
*
*
*
*
*
*
*

Case No. 1:06-cv-0034MEF

PLAINTIFFS RESPONSE TO DEFENDANTS REQUEST FOR ADMISSIONS

COMES NOW, the Plaintiff, and hereby responds to Defendant Globe Life and Accident's First request for Admissions as follows:

1. Admit that the premium which was due on Globe policy number 14-J22138 on November 28, 2003, was not paid on or before November 28, 2003.

RESPONSE: Admitted

2. Admit that the premium which was due on Globe policy number 14-J22138 on November 28, 2003, was not paid on or before December 29, 2003.

RESPONSE: Admitted

3. Admit that the premium which was due on Globe policy number 14-J22138 on November 28, 2003, was not paid on or before January 6, 2004.

RESPONSE: Denied

4. Admit that David Christopher Lurie died on January 6, 2004.

RESPONSE: Admitted

5. Admit that the premium which was due on Globe policy number 14-J22138 on November 28, 2003, was not paid on or before David Christopher Lurie's death.

RESPONSE: Denied

6. Admit that neither you nor any of your representatives informed Globe Life of David Christopher Lurie's death until after the premium which was due on Globe policy number 14-J22138 on November 28, 2003, was submitted to Globe for payment.

RESPONSE: Denied

7. Admit that Globe policy number 14-J22138 lapsed prior to the death of David Christopher Lurie.

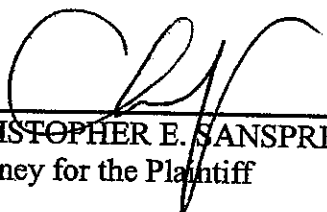
RESPONSE: Denied

8. Admit that Globe policy number 14-J22138 was lapsed at the time of David Christopher Lurie's death.

RESPONSE: Denied

9. Admit that Globe policy number 14-J22138 had not been reinstated at the time of David Christopher Lurie's death.

RESPONSE: Denied


CHRISTOPHER E. SANSPREE
Attorney for the Plaintiff

OF COUNSEL:

**BEASLEY, ALLEN, CROW, METHVIN,
PORTIS & MILES, P.C.**
Post Office Box 4160
Montgomery, Alabama 36103-4160
(334) 269-2343 Telephone/(334) 954-7555 Facsimile

Mr. William B Matthews, Jr.
Matthews & Filmore, L.L.C.
Post Office Box 1145
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(334) 774-8804 telephone

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing document upon all counsel of record as listed below by placing a copy of the same in the United States Mail, first class, postage prepaid on this the 10th day of April, 2006.



OF COUNSEL

Robert E. Poundstone IV
Bradley Arant Rose & White, LLP
The Alabama Center for Commerce
401 Adams Avenue, Suite 780
Montgomery, Alabama 36104
(334) 956-7700
(334) 956-7701 fax

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-2-03 61-203/621 945

PAY TO THE ORDER OF Dale Co. Sheriff's Office \$ 11.00
eleven & 00/100 DOLLARS

FOR #001560 Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0945 ⑆0000001100⑆

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-11-04 61-203/621 952

PAY TO THE ORDER OF Walmart \$ 7.46
seven & 46/100 DOLLARS

FOR Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0952 ⑆0000000746⑆

Ivory Checks - 01/13/2004

Ivory Checks - 01/13/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-8-04 61-203/621 951

PAY TO THE ORDER OF Dale County Revenue \$ 25.84
twenty five & 84/100 DOLLARS

FOR 1989 BMW Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0951 ⑆0000002584⑆

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-2-03 61-203/621 944

PAY TO THE ORDER OF Angela M. Effort \$ 13.90
thirteen & 90/100 DOLLARS

FOR paper Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0944 ⑆0000001390⑆

Ivory Checks - 01/12/2004

Ivory Checks - 01/09/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-2-04 61-203/621 948

PAY TO THE ORDER OF Post Master \$ 7.40
seven & 40/100 DOLLARS

FOR 374 Stamps Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0948 ⑆0000000740⑆

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1/2/04 61-203/621 942

PAY TO THE ORDER OF Countrywide \$ 522.67
five hundred twenty two & 67/100 DOLLARS

FOR pmt m #036735483 Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0942 ⑆00000052267⑆

Ivory Checks - 01/08/2004

Ivory Checks - 01/07/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-4-04 61-203/621 949

PAY TO THE ORDER OF Chc \$ 25.00
twenty five dollars & 00/100 DOLLARS

FOR Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0949 ⑆0000002500⑆

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-2-04 61-203/621 947

PAY TO THE ORDER OF Lois \$ 27.43
twenty seven & 43/100 DOLLARS

FOR C24HN Karen Lurie

⑆062102030⑆ 01 058 194⑆ 0947 ⑆0000002743⑆

Ivory Checks - 01/07/2004

Ivory Checks - 01/06/2004

PLAINTIFF'S EXHIBIT

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-16-04 1-4-03 950 61-203/621

PAY TO THE ORDER OF Globe Life \$ 33.60
thirty three & 60/100

FOR DAVID LURIE DL# 14J522138 Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0950 ⑆0000003360⑆

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-15-04 959 61-203/621

PAY TO THE ORDER OF MettLife \$ 153.00
one hundred & fifty three & 00/100

FOR 7129824620 Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0959 ⑆0000015300⑆

Ivory Checks - 01/21/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-17-04 960 61-203/621

PAY TO THE ORDER OF National Tree \$ 11.88
eleven & 88/100

FOR Misc Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0960 ⑆0000001188⑆

Ivory Checks - 01/21/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-15-04 957 61-203/621

PAY TO THE ORDER OF Long Pine \$ 100.00
one hundred & 00/100

FOR pick up bike - paid to Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0957 ⑆0000010000⑆

Ivory Checks - 01/21/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-13-04 955 61-203/621

PAY TO THE ORDER OF Jacks \$ 67.85
sixty seven & 85/100

FOR Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0955 ⑆0000006785⑆

Ivory Checks - 01/20/2004

DEPOSIT TICKET

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-15-04 957 61-203/621

CASH > 775.00
DEPOSITS > 59.99
TOTAL > 834.99
LESS CASH RECEIVED > 85.99
NET DEPOSIT > 748.99

FOR Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0957 ⑆0000074899⑆

Ivory Checks - 01/16/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-15-03 956 61-203/621

PAY TO THE ORDER OF Loggys Whiggy \$ 47.57
forty seven & 57/100

FOR Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0956 ⑆0000004757⑆

Ivory Checks - 01/15/2004

CHRIS OR KAREN LURIE
DL AL3565221 or AL4563777
DOB 4/24/58 or 11/9/61
4181 CO. RD. 73 (334) 983-3887
MIDLAND CITY, AL 36350

DATE 1-3-04 943 61-203/621

PAY TO THE ORDER OF One Co. Water Authority \$ 53.20
fifty three & 20/100

FOR 2373-00 Karen Lurie

⑆062⑆02030⑆ 0⑆ 058 194⑆ 0943 ⑆0000005320⑆

Ivory Checks - 01/15/2004

Ivory Checks - 01/14/2004